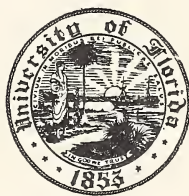





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VOLUME IV—THIRD SERIES

MANCHESTER:

Printed for the Chetham Society

1952

HASLINGDEN

A TOPOGRAPHICAL HISTORY

BY

THOMAS WOODCOCK

SOLICITOR; CLEMENTS INN, DANIEL REARDON AND JOHN
MACKRELL PRIZEMAN OF THE LAW SOCIETY

MANCHESTER

PRINTED FOR THE CHETHAM SOCIETY

1952

To
MY WIFE
WHOSE FORBEARS LIVED HERE
THESE

PREFACE

My task is finished but saddened by the fact that she to whom it is dedicated, and to whose influence and encouragement all that I have achieved is due, has not lived to see or read a work in which she was always interested.

My grateful acknowledgments are due to the officials at the Public Record Office for tracing the enrolment of the royal grant by King James and thus enabling me to correct the small mistake in the printed version ; without that correction this book would have been impossible. I have also to thank Professor Jacob for reading the original manuscript and for his suggestions for its improvement ; Col. G. N. Robinson, the present steward of the honour of Clitheroe, and others at Clitheroe Castle and the John Rylands Library in Manchester for the facilities given to me to consult the original rolls of the honour and its constituent manors at both places ; the town clerks of Haslingden and their assistants for permitting me to see town maps and other documents belonging to the corporation ; my eldest son for researches at Cambridge ; and numerous others for their help on various points. Lastly, but by no means least, I have to thank Dr G. H. Tupling for his help and encouragement throughout the writing of the book and in particular for his kindness in lending notes of records and in checking and correcting, and in part retranscribing, the records set out in the appendices.

T. W.

April, 1951.

CONTENTS

	PAGE
PREFACE	vii
BIBLIOGRAPHY AND ABBREVIATIONS	xi
 CHAP.	
I. INTRODUCTION	I
II. THE MAPS AND MEASURES	4
III. HASLINGDEN TOWNSHIP	11
IV. HASLINGDEN CHURCH AND GLEBE	17
V. THE HOLDEN FAMILY AND THE HOLDEN ESTATE	25
VI. OTHER ESTATES :	
(A) EWOOD	51
(B) CARTERPLACE	53
(C) HELMCROFT	58
(D) GARTSYDE ESTATE	59
(E) DEARDEN PLACE OR HUD HEY	59
(F) DEARDENGATE ESTATE	60
(G) GREGORY FOLD	62
(H) ROTHWELL ESTATE	63
(I) BROADHOLDEN ESTATE	64
(J) MERSDEN PLACE	66
VII. THE CHARITIES	70
VIII. THE MARKET AND THE FAIRS	80
IX. TENURES, TENURIAL INCIDENTS AND MINERALS :	
(A) TENURES	89
(B) TENURIAL INCIDENTS	97
(C) MINERALS	103
X. PRIVATE LANE	106
XI. A HOLDEN RENTAL IN THE EIGHTEENTH CENTURY.	113

APPENDICES

A. CONSPECTUS OF THE PROPERTIES IN THE OLD TOWNSHIP OF HASLINGDEN	122
B. CONVEYANCES OF HASLINGDEN CHAPEL GLEBE	125
C. ELIZABETHAN GRANT TO ROBERT HOLDEN	131
D. JACOBEOAN GRANT TO ROBERT HOLDEN	134

	PAGE
E. ABSTRACT OF TITLE TO LAND NEAR MUSBURY CHURCH IN JACOBAN GRANT TO ROBERT HOLDEN	139
F. CONVEYANCES OF THREE PROPERTIES IN JACOBAN GRANT TO ROBERT HOLDEN	144
G. PARTITION BY THE REVEREND ROGER KAY AND JOHN HOWORTH	149
H. DOCUMENTS RELATING TO HASLINGDEN CHARITIES	151
I. GRANT BY LORD AND HOMAGE	160
J. ANALYSIS OF TENANTS HOLDING LAND IN HASLINGDEN AND PAYING PUTURE AND OTHER RENTS	162
K. AGREEMENTS RELATING TO PRIVATE LANE HASLINGDEN	163
L. LEASE OF HOLDEN MILL	168

INDICES

A. PERSONS AND PLACES	170
B. SUBJECTS	178

MAPS

MAP OF THE TOWNSHIP OF HASLINGDEN	END OF BOOK
PLAN OF THE TOWN OF HASLINGDEN IN 1846	„ „

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CHAPTER ONE

INTRODUCTION

WHEN the abolition of copyhold tenure was proposed, the author considered that the scheme set out in the bills, which ultimately became the Law of Property Act, 1922, was unfair to the tenants of the important group of manors ¹ constituting the honour of Clitheroe in Lancashire and that the compensation actually given to the lord of the manors by the bills was far in excess of what was intended. The tenure was unique in that the only burdens on the copyholders were a nominal rent at the rate of fourpence, sixpence, or sixpence halfpenny for each customary acre and the necessity of transferring the fee ² by surrender and admittance, involving the payment of a small fee to the steward and a fixed nominal fine to the lord of one year's customary (or copyhold) rent. The copyholder had the right of letting his land for any term, however long, without the licence of the lord, provided that the lease was effected by surrender and purported admittance. Notwithstanding this purported admittance, it had always been considered that the leaseholder held of the copyholder, not of the lord, and that a right to distrain for unpaid rent arose automatically by law owing to the relationship of landlord and tenant; and moreover, that the copyholder in fee still remained the tenant of the lord and liable to him for the copyhold rent, and for services, fines, and any other copyhold incidents. The copyhold rent, too, was still collected from the copyholder in fee, and in all respects the relationship between the copyholder in fee ³ and the lord was treated as unaltered by the grant of the lease; terms of years created by such leases, *i.e.*, by surrender and purported admittance, had usually been assigned by surrender and admittance, but the written customals, both early and late, stated that this was optional and that the leases could be transferred either by surrender, assignment, will or other writing lawfully authorized.⁴ It is impossible to say whether the author's view, which was in conflict with that of all, or nearly all, others, was correct but the steward of the manor took the same view; the matter was

¹ Chatburn, Worston, Pendleton, Colne, Ightenhill, Accrington (Old Hold and New Hold), Haslingden, Huncoat, Tottington, and the Forests of Trawden, Pendle, and Rossendale.

² Practically the same as the fee simple of freehold land, although the fee simple of copyhold land was vested in the lord of the manor.

³ Including a copyholder holding for life with remainder to another copyholder entitled in remainder.

⁴ Whitaker, *Whalley*, I, 265 (3 Henry IV, 1403), I, 292 (1670); *Clith. Ct R.*, I, 478; Customal printed at Bury, 1793; *Whalley Coucher*, IV, 1161, 1163 (6 Edward III, 1332).

settled by an amendment made to paragraph B of part II of the thirteenth schedule to the act by section 7 of the Law of Property (Amendment) Act, 1926.¹

A considerable sum of money was involved, being twenty per cent. of the annual value of the copyholds which originally included all, or the greater portions, of the towns of Colne, Nelson, Burnley, Accrington, Haslingden, Rawtenstall, Bacup, and Ramsbottom as well as a large portion of the neighbouring districts. It was estimated that, in addition to compensation for the loss of the copyhold rents, a sum of over one hundred and seventy-five thousand pounds would have been payable to the lord, which both the lord and the steward considered excessive. The latter attempted to agree upon a reduced amount but there was no one with whom to negotiate because the local solicitors had no authority to act for, or represent, the copyholders in general. The compensation for the manorial incidents, other than rent, was fixed by the Minister of Agriculture, after a local enquiry, at two and one half per cent. of the annual value instead of the twenty per cent. which was automatically payable elsewhere.

Building leases are normally granted for terms of ninety-nine or nine hundred and ninety-nine years; exceptionally terms of five thousand years were common in the town of Bolton, or Bolton-le-Moors to give it its old name; but only in the honour of Clitheroe are there known to have been the leases for nine thousand nine hundred and ninety-nine years, which existed in Haslingden,² and ten thousand years, which was granted in Rawtenstall.³

¹ In December, 1924, Sir (then Mr) Robert Waddington, M.P. for Rossendale, moved an amendment to the Law of Property (Amendment) Bill, 1924, to protect the Clitheroe copyholders, which was resisted by the government on the ground that it was unnecessary, although they gave an undertaking to amend the law if it proved to be necessary (*Hansard*, col. 1270). The Law of Property (Amendment) Bill, 1926, was reported to the House of Commons on 18 May, 1926, and ordered to be taken into account (*Hansard*, col. 119). The report was considered on 3 June, 1926 (*Hansard*, col. 1003), when pursuant to the undertaking the solicitor-general moved a further amendment (*Hansard*, col. 1012) which was accepted by the House. The Commons amendments were considered by the House of Lords on 10 June, 1926 (*House of Lords Reports*, col. 357 and col. 361), and agreed to. The Royal assent was given on 16 June, 1926 (*Hansard*, col. 2359; *House of Lords Reports*, col. 446).

² There were certainly two. One was granted in 1788 by surrender and admittance of a small piece of land in Haslingden Grane; and the lease, after subsisting for over a century, became merged in the fee when the Bury and District Joint Water Board (now the Irwell Valley Water Board) acquired both fee and term to protect its gathering grounds from pollution. But apparently there were some in Manchester granted for nine thousand nine hundred and ninety-nine years (in re trusts affecting compensation moneys in respect of coal holdings, *Public Trustee v. Manchester Corporation and others*, 1949, 1 *Ch.* 737; 1949 *Times L.R.*, 514).

³ Granted by surrender and admittance in 1922 and still subsisting. The author as one of several trustees now holds the freehold.

While the bills were before parliament, there were extensive researches into the past and present position in the honour, and the township of Haslingden in particular, where the author had the advantage of local knowledge. Amongst other works read were Mr J. A. E. Joliffe's article on "Northumbrian Institutions" in the *English Historical Review* ¹ and the opinion was formed that similar research into the history and records of the honour of Clitheroe would furnish much interesting material, confirming, and perhaps carrying further, the conclusions set forth in that article. It seems possible that the Clitheroe tenure is a survival of, and preserves features of, a pre-Conquest tenure which is not met with elsewhere.

The tenure in the adjoining manor of Rochdale may have been similar. There were long leases in that manor by surrender and admittance, but, because the lords of that manor had largely parted with the freehold, the copyholds were not numerous. The position in the manor of Tottington, which was originally in the lordship of Rochdale but added to the honour of Clitheroe on the first of July, 2 Edward I (1274), ² is ambiguous. The tenure was similar except that in Tottington the copyhold tenants of the old enclosures claimed the right to work, get, and sell the minerals (except perhaps coal) to the entire exclusion of the lord; and this right was upheld in an action in the Court of Common Pleas, *Haworth v. Warburton and others*.³ Tottington has however been treated as part of the honour of Clitheroe since it was acquired by the lord of the honour on the first of July, 2 Edward I (1274), ⁴ so that it is not impossible that a more liberal Clitheroe tenure and customal may have been applied to the manor of Tottington after the unification, though there is nothing to shew, or suggest, that this was the case.

The author has never had either the leisure or the opportunity of making any such research; and he has therefore written these notes in the hope that they may be of use to others, and give to them the benefit of his local knowledge, which it is not possible to reduce to writing or otherwise place on record in any other way. Some of the information given will be quite inaccessible and unattainable in future, being the fruits of actual practice of the law in the town of his birth for half a century, by a competent mathematician with some knowledge of surveying and being derived from access to original documents which are now scattered and, probably, in many cases destroyed.⁵

¹ January, 1926, vol. XLI, no. 161, p. 1.

² *Lancs. Fines*, I, 152.

³ Tried at Lancaster Autumn Assizes, 1789, the judgment being entered up in London in March, 1866, from postea now in the *Lancs. Rec. Off.* (DDX, 118).

⁴ *Lancs. Fines*, I, 152.

⁵ See *post* p. 105.

CHAPTER TWO

THE MAPS AND MEASURES

AT an early stage in the writing of this work it was thought to be desirable, indeed essential, that there should be proper maps to illustrate the text, although none are known to exist shewing the position before the nineteenth century and the important dates are between the fifteenth and seventeenth centuries, or even earlier. The ordnance survey of 1844-8 gives plenty of reliable information, but has the demerit of shewing the situation at that date; in particular the turnpike and other roads and ways made in the eighteenth century are shewn and it is the much earlier communications which are important for the present purpose. The scale, too, of six inches to the mile, while ideal for plotting the properties, requires a plan far too large to be incorporated in a bound book. After consideration of the various alternatives, it has been decided to make use of the latest series of ordnance maps, published in 1946, on the scale of 1/25000, or about two inches and one half to the mile. In many respects it is far too modern, but it has the great advantage that it bears the national grid, which is a series of lines drawn parallel and at right angles to the central meridian and forming a series of squares, each of which can be given an appropriate number so as to facilitate finding the place referred to.¹

The national grid is based upon a point, known as the true point of origin, situate at sea to the south-west of Land's End in Cornwall at two degrees west longitude and forty-nine degrees north latitude; but as measurements from that point would cause some confusion in certain parts of the country the actual point used, which is known as the false point of origin, is located four hundred kilometres west and one hundred kilometres north of the true point; and the squares are numbered on the footing that their south-west corner is so many kilometres, hectometres, dekametres, or metres (as may be appropriate to the scale) east and north of that (false) point. These references are such that they can be used to indicate the position of any place to the nearest kilometre, hectometre, dekametre, metre (which is approximately a yard), decimetre, centimetre or millimetre, though the last three (ranging from about four inches to about one-twenty-fifth of one inch) would be of little, if any, practical use. It can, if desired, be so exact that, for instance, each grave in a cemetery would have a separate, distinct and

¹ Local readers may be puzzled by the reference to Bridge End station on the explanatory note on the ordnance map; the station referred to is known as Helms-shore station, which, according to the map, is at Bridge End, Helms-shore.

unique reference number, which, within the limits of the scale of the map, is the same whether the map be on the largest or the smallest scale. These grid references have been given in this work to enable readers to find the exact spot referred to, usually to the nearest dekametre but sometimes to the nearest hectometre only. In one or two cases the references of places outside the boundaries of the map have been given.

Haslingden church is situate 378,590 metres east and 423,590 metres north of the point of origin, and this would be written 34/7823/590590, which is known as the full one metre reference and is arrived at as follows :

E 3 | 78 | 590

N 4 | 23 | 590. It is quite unnecessary to use the first group of figures, 34, in this work because it is common to the whole town, and indeed to a much larger area. The second group, 7823, appears in the margins of the map, the first two figures, an easterly measure, at the top and bottom, the second two, a northerly measure, at the sides, and between them they indicate the square in which the place is shewn ; the third group is estimated as stated on the map.

In making identifications and calculations no regard has been taken of roads, streets, and fences shewn on the 1946 map, but the ordnance map of 1844-8 on the scale of six inches to the mile has been used, and on this only features which were probably of long standing have, so far as is reasonably possible, been relied on. Presumably a century ago the rivers and streams were, substantially, in the same positions as they were in the early days of the town, and it has been assumed that, where there was a stream at the approximate boundary of an estate, it did in fact form the old boundary ; this is confirmed in the very few cases in which there is any proof. To a lesser degree the same assumption has been made in the case of *old* roads or ways. Where, however, a boundary is merely a hedge or fence, there cannot be the same certainty, although of necessity that boundary has been adopted. Unless they are expressly stated to be correct, the boundaries are not put forward as being exact, but as approximate only. Alterations may easily have occurred for the following and other reasons : (a) two adjoining owners may have made an alteration in order to straighten the fence or for other mutual advantage ; (b) two adjoining owners may have exchanged land ; (c) speculators or investors may have acquired properties for resale, or for the investment of trade profits or savings, and rearranged the holdings so acquired.¹

¹ Such acquisitions have been by no means uncommon in Haslingden, *e.g.*, by Francis Gartside in the sixteenth century (see *Econ. Hist. Ross.*, 238-9) ; members of the Hargreaves family in (probably) the eighteenth and (perhaps) early nineteenth centuries (a considerable area more or less compact) ; members of the Lonsdale family in the eighteenth and early nineteenth centuries (scattered properties) ; John Taylor in the eighteenth century (Carterplace) ; John Hall in the first half of the nineteenth century (extensive acquisitions in various parts of the town).

The following roads and ways are believed to be, and have been treated as, old, though some possibly are not ancient, namely (a) the ancient highway ¹ from the southern boundary of the township to the northern and now known as Helmsore (or Musbury) Road, Deardengate, Church Street, Lower Lane, Hudrake, and (in 1845) the King's Highway; (b) Ewood Lane; ² (c) Greens Lane; ³ (d) Clod Lane ⁴ to and across the present main road to the next mentioned; (e) Back Lane-side; ⁵ (f) Charles Lane; ⁶ (g) the road thence via Cob Castle to Todd Hall; ⁷ and (h) the roads from Charles Lane and Todd Hall in a westerly direction ⁸ and ultimately debouching onto Haslingden Moor. It is difficult to see on the old ordnance map what was the road to Blackburn through Haslingden Grane but it certainly went past Higher Alley Cross ⁹ and Higher Doles,¹⁰ though there seems in 1845 to have been no route through the Heap Clough neighbourhood.¹¹ There is, however, an old route thence in a northerly direction across the moor to Church and Oswaldtwistle.¹²

It is not known with what accuracy the old areas were calculated, and it is assumed that they were approximate only, either to the nearest acre or the nearest rood. Moreover, they may have been areas measured on the surface and not reduced to a horizontal plane, and where there are considerable gradients, as is the case in Haslingden, the difference may be considerable. The ordnance areas are all calculated on a horizontal plane. The old areas must, therefore, be considered approximate only; and the areas here given, which are calculated off the modern maps, are definitely such. In the first place the maps used are all a hundred years old, and as they are mounted on linen they may have stretched or shrunk (possibly not uniformly); for this no allowance at all has been made. Secondly, the scale is small, so that extreme accuracy is impossible however great may have been the care with which the calculations may have been made. And thirdly, many of the calculations have been made by planimeter which may not have been set micrometrically accurately or exactly circumvolved. Approximate correctness is, however, all that is required for the present purposes, so long as it is realized that the areas are approximate only and that a somewhat different calculation does not by itself throw doubt upon or vitiate the conclusions.

There were at least five customary measures, Cheshire of eight yards to the rod, Lancashire of seven yards and one half and seven yards to the rod, and Scottish of six yards and one half and six yards to the rod.

¹ Grid 7820/2092 to 7825/7540 and on via 7825/7070 to 7827/7030 and forward.

² Grid 7920/5885 to 7921/3122. ³ Grid 7921/3122 to 7821/3750.

⁴ Grid 7921/3122 to 7922/4615.

⁵ Grid 7922/4016 to 7822/8491 and beyond along Bury Road to grid 7823/6540.

⁶ Grid 7823/5609 to 7822/2090. ⁷ Grid 7723/8824 and 7723/9050.

⁸ Meeting at grid 7723/6040.

⁹ Grid 7323/6545. ¹⁰ Grid 7423/4045.

¹¹ Grid 7623/32.

¹² Grid 7623/33 to 7625/0806 and forward.

In practice in the early years of this century (and probably earlier) it was often found to be necessary to reconcile the areas stated in copyhold admittances in the manors of Accrington (both the old hold and the new hold) and Tottington with the actual area of the land in statute measure ; usually the difference disappeared when (in the absence of express mention of one of the Lancashire measures) the area given in the admittance was taken as being in Cheshire measure, which seems to have been used in the manor of Accrington, both the old hold, *i.e.*, Haslingden, Old Accrington and Huncoat, and the new hold, though this was not free from doubt. According to an inquest held on the eighth of January, 35 Henry VIII (1543-4) ¹ the Cheshire measure of eight cloth yards to the rod was in use in the manor of Tottington and parish of Bury, but in the parish of Bury in the fee of Tottington the Lancashire measure of seven cloth yards to the rod was used. A survey of 1617 ² gave the rental of Accrington of the old tenure as £14 17s. 3¼d. for six hundred and seventy-eight acres three roods with one hundred and eighty acres of waste,³ a total of (over) eight hundred and fifty-eight acres. The inquest of 1662 gives a rent for Old Accrington and Oswaldtwistle of £10 14s. 2½d. and for Huncoat an ancient rent of £4 3s. 0¼d., making together £14 17s. 3¾d., and a common rent of £4 17s. 6d., which is the rent of one hundred and eighty acres at sixpence halfpenny per acre.⁴ The Oswaldtwistle portion of the £10 14s. 2½d. was nine shillings and two-pence, equal to twenty-seven acres and a half.⁵ Deducting this there is left about six hundred and fifty-one acres for Old Accrington and Huncoat with one hundred and eighty acres of common, a total of eight hundred and thirty-one acres, which, converted from Cheshire measure to statute, gives one thousand seven hundred and fifty-eight acres and twenty-three perches. This is in close agreement with the ordnance survey area of one thousand seven hundred and eighty-two acres and nineteen perches, made up of Old Accrington seven hundred and ninety-two acres and twenty-two perches and Huncoat nine hundred and eighty-nine acres three roods and thirty-seven perches. But the modern plans at Clitheroe Castle shew areas of freehold land at both Accrington and Huncoat, about twenty acres at the former in one piece near the centre of Old Accrington and two pieces of about two hundred and twenty-two acres and twenty acres at the latter mainly at the northern boundary ; there is nothing to shew whether, or to what extent, this land was included in the old measurements and rentals, if at all, and one piece of the larger area at Huncoat was dealt with and conveyed as copyhold. If the above eight hundred and thirty-one acres be all treated as at the rate of seven yards to the rod, which is almost certainly incorrect, it is

¹ *Clith. Ct R.*, III, 339.

² *Ibid.*, II, 404.

³ *Ibid.*, II, 411.

⁴ *Ibid.*, III, 419 at p. 434.

⁵ *Ibid.*, III, 420.

equivalent to one thousand three hundred and forty-six statute acres and the area on the ordnance survey after deducting the two hundred and forty-two acres of freehold land is one thousand five hundred and forty acres. If on the other hand the one hundred and eighty acres be taken as being in Cheshire measure it represents three hundred and eighty statute acres; and six hundred and fifty-one Lancashire acres are equal to one thousand two hundred and ten statute acres, a total of one thousand five hundred and ninety acres. The accounts of Huncoast and Accrington in the *Victoria History of the county of Lancaster*¹ suggest that it would not now be possible to trace and identify the title to the freehold land there and that at the very best there would be far more doubt than there is at Haslingden. Conversion must have been necessary in the past, because there was a small booklet printed and published at Bolton in 1852, of which the author has a print, giving tables to facilitate the easy conversion from any one of the six measures to any other, whether the area was large or small.

It may be that the old enclosures, *i.e.*, those earlier than the sixteenth century, in Haslingden were measured by customary measure after the rate of seven yards and one half to the rod, but that the later enclosures were measured after the rate of eight yards to the rod. Possibly the customary rent at the rate of fourpence per acre was based upon the former. In this work the measure after the rate of seven yards and one half to the rod is referred to as Lancashire and that after the measure of eight yards to the rod as Cheshire; the measure after the rate of seven yards to the rod is referred to as such.

In order to prove or disprove the above conclusion, a number of attempts have been made to reconcile the areas of properties in statute measure with the areas of the same as stated in customary measure in the court rolls, or as deduced from the copyhold rents which were payable for the same. The results have varied, and it seems to be certain that more than one measure was in use. If the Cheshire measure were applied throughout there were in fact insufficient acres in the township but if the Lancashire measure were used it accounted for too few acres. The following seems to give the most satisfactory result.

On the nineteenth of May, 16 James I (1618), King James authorized an enclosure² and allotment of all the commons and waste grounds in the township of Haslingden, for which a rent of thirty pounds six shillings and eightpence was to be paid. This arrangement was carried out and it has always been assumed that the copyhold rent was based upon the area actually enclosed, but, while the whole of the Flaxmoss Common and Slate Moor was actually enclosed, a considerable portion of the High Moor, extending to-day to about five hundred and sixty statute acres, was not; many surrenders, even as late as 1925, included a specified

¹ *Clith. Ct R.*, III, 409, 423.

² *Ibid.*, III, 417.

number of unenclosed acres on the High Moor. Some of those persons whose land abutted on, or lay close to, the moor may have ensured their rights by depasturing beasts on the moor, while others, whose land lay at a distance, may have ignored their rights, though still paying copyhold rent for the land.

According to the ordnance survey of 1844-8 the area of the whole township of Haslingden was:	a.	r.	p.
	4341	2	3

The boundaries of the freehold land are known so that it is possible to ascertain their area, which was

the Ewood estate	274.000		
the Holden Vale grant	169.200		
the church and glebe	20.200		
the church enclosure	10.464	473	3 18

leaving		3867	2 25
---------	--	------	------

There were also about twenty-four customary acres of freehold at Broadholden and Calf Hey, or say,

50	0	0
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which gives a copyhold area of

3817	2 25
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According to the survey in 1662¹ the ancient rents were eleven pounds fourteen shillings and tenpence halfpenny, including a rent of about fifteen shillings for Musden and Ugden, or for Haslingden about eleven pounds, at the rate of fourpence an acre, giving an enclosed copyhold area of six hundred and sixty customary acres (equal, if Lancashire, to one thousand two hundred and twenty-seven statute acres) within the old township. Deducting these there remain about two thousand five hundred and ninety statute acres for the commons.² According to the same survey the commons rents were thirty pounds six shillings and eightpence³ at the rate of sixpence an acre, giving an area of one thousand two hundred and fourteen customary acres, which, if Cheshire, equal two thousand five hundred and sixty-eight statute acres one rood and thirty-three perches. According to Dr Tupling⁴ the actual grants and admittances in 1557 and 1618 were of nine hundred and sixty-five customary acres three roods and nineteen perches which, if Cheshire, equal two thousand and forty-three statute acres one rood and thirty-five perches to which has to be added the five hundred and sixty acres of the High Moor to-day. The total of the last two areas is two thousand six hundred and three acres which very closely approximates to the area of the copyholds to be accounted for as given above. It is thought

¹ *Clith. Ct R.*, III, 421.

² According to the enquiry of 1553 the area was 1240 customary acres equal (if Cheshire) to 2623a. 1r. 34p. in statute measure (*Econ. Hist. Ross.*, 67).

³ *Clith. Ct R.*, III, 421. There are mistakes in either original, or copy, or casting in all three columns.

⁴ *Econ. Hist. Ross.*, 53, 245 *et seq.*

that the enclosures which took place between the middle of the seventeenth century and the middle of the nineteenth were neither sufficiently numerous nor sufficiently extensive to affect the above calculation to a material extent. Tabulating these figures gives the following result in statute acres, namely :

Old enclosures	1227	1227	1230
Additional enclosures based on rent	2568		
Enclosures as given by Dr Tupling		2043	
Enclosures as calculated from ordnance map			2061
High Moor to-day		560	560
Area of freeholds			479
	<u>3795</u>	<u>3830</u>	<u>4330</u>

The last column gives figures based on calculations made of individual parcels and the difference between these figures and the area of the township according to the ordnance survey is just under twelve acres, a difference of only one quarter of one per cent. on an admittedly approximate calculation. A conspectus of these calculations in detail is given in appendix A, and it should perhaps be mentioned that this was not begun before this work was completed and that the coincidence of the results is greater than was expected.

CHAPTER THREE

HASLINGDEN TOWNSHIP

HASLINGDEN was formerly of much greater relative importance than it is to-day. In *A Descriptive List of the Printed Maps of Lancashire, 1577-1900*, by Harold Whitaker,¹ there are reproductions of nineteen maps dated between 1330 and 1823. In eight of these it would be most unlikely to find Haslingden and it is not shewn; in three more dated in the first half of the seventeenth century it is also omitted but it would, owing to the small scale, be unlikely to appear. In the remaining eight, dating from 1724 to 1803, it is always shewn and usually in type similar to Blackburn, Bury and Bolton. Blackburn, Bolton, Burnley, Bury, Clitheroe, Haslingden, Rochdale, and Whalley generally appear but not Accrington, Bacup, Nelson, Ramsbottom, or Rawtenstall, which are of later growth. If a tale the author heard half a century ago be true, and it has some confirmation from another story which was different and correct, the town's development may have been hindered by the blighting influence of the law and lawyers.

The old township of Haslingden contained according to the ordnance survey of 1844-8 four thousand three hundred and forty-one acres two rods and three perches in statute measure.²

The lowest place in the old township is at Irwell Vale at the extreme south at the confluence of the river Ogden with the river Irwell³ and is about three hundred and twenty-five feet above ordnance datum, *i.e.*, sea level. From that point going upstream the Irwell formed the boundary between Haslingden and Tottington Higher End for about one mile and a quarter, and about three-quarters of a mile further up the river⁴ it is joined by the Limy Water on its right bank and the Rossendale valley proper—as distinct from the forest—is entered. About one mile and a half higher up at Waterfoot⁵ the Whitewell Brook and the Cowpe Brook enter the Irwell on the right and left banks respectively; and about two miles and a quarter further up in the centre of Bacup⁶ the bed is about eight hundred feet above ordnance datum. The Rossendale valley proper is narrow.

From Irwell Vale (again going upstream) the Ogden passes through two “gorges”. The lower⁷ is still known as Ravenshore, and, although

¹ Chet. Soc., N.S., vol. 101.

³ Grid 7920/2224.

⁵ Grid 8321/3187 and 8321/3679.

⁷ Grid 7820/5565.

² See chapter 2, *ante* p. 4.

⁴ Grid 8122/1262.

⁶ Grid 8623/90.

it has some of the characteristics of a gorge,¹ that is perhaps scarcely a correct description although there is certainly a steep cliff on the right bank of the river.² The higher "gorge"³ is even less aptly called a gorge, but again there is a steep cliff on the left bank of the river which was called Helm Shore on the ordnance map of 1844-8; just above the entrance to this defile there are two enclosures, formerly one field until severed by the railway, which are known as the Elms.⁴ In the sixteenth century they were known as Hellholme or possibly Helmhholme.⁵ Probably in both cases the names of Ravenshore and Helmsore applied more particularly to the cliffs. The modern Helmsore lies chiefly between the two "gorges" and round about Helmsore railway station,⁶ but has no definite boundaries and as a postal address includes land outside any geographical Helmsore as, *e.g.*, the golf clubhouse at Ewood Bridge.⁷ Possibly the railway company adopted the name for its station and thus caused it to be used for the village. The church at Helmsore is St Thomas, Musbury, or Musbury church.

About one mile and three-quarters upstream from Irwell Vale⁸ is the confluence of the Ogden and the Swinnell Brook, at which point the Ogden itself turns westward up through Haslingden Grane, the main feature of which is a valley considerably wider than any of the others mentioned.⁹ Proceeding upstream from its confluence with the Ogden, the course of the Swinnell ran northerly for about two miles to a point in the neighbourhood of the modern Carterplace,¹⁰ but its actual course there and higher up is lost owing to the railway works. At Carterplace¹¹ the Swinnell was about seven hundred and fifty feet above ordnance datum, so that it fell about two hundred and seventy feet in a distance of three miles and three-quarters and, except in the neighbourhood below Todd Hall, the valley was narrow. The boundaries of the valley are quite undefined and uncertain, but from Carterplace, or a little lower downstream, to the confluence with the Ogden the valley in which the Swinnell flows was, and is, known as Holden Vale; and the area in the neighbourhood of that confluence as Holden Wood.¹²

¹ A narrow opening between hills, a ravine with rocky walls especially one that gives passage to a "stream".

² Shore means "steep cliff"; *Ekwall*, 58, 91.

³ Grid 7721/87.

⁴ Grid 7721/8085.

⁵ See *Econ. Hist. Ross.*, plan facing p. 15.

⁶ Bridge End station on the map.

⁷ Grid 7921/2618.

⁸ Grid 7721/8495.

⁹ Grane means "valley branching out of another", in this case perhaps out of the valley of the hazels; *Ekwall*, 91. This, perhaps, is more in accordance with the suggestion made in this work as to where the valley of the hazels was than any other which has been heard of.

¹⁰ Originally the Carterplace estate was much larger than it is to-day, see *post* p. 53.

¹¹ Grid 7824/4560.

¹² There are now few trees on the former Holden estate, but at the end of the eighteenth century it was well wooded. The agent reported to the owner, who was

The name "Haslingden" is said to mean "the valley of the hazels",¹ which is probably correct although the town is not situate in a valley. Near the church the Swinnell Brook in Holden Vale² is about seven hundred feet above ordnance datum while the church is about eight hundred and fifty feet above, the distance in a straight line between the two being about two hundred yards; thence the land continues to rise to the Slate³ (about eleven hundred feet) and Cribden⁴ (thirteen hundred and fifteen feet), but Cribden is at the end of a spur of the Pennine chain running south between two narrow passes so that the town looks southward down the valley of the Irwell and eastward across the Holden Vale to Thirteen Stone Hill⁵ (eleven hundred and thirty-three feet). "The valley of the hazels" is an inappropriate name for the town but would be suitable for the township, if it really referred to the Holden Vale and the town had been named from a place in the vicinity, as was Cribden itself.⁶

It has been suggested that "Haslingden" and "Holden" were the same name,⁷ but it seems impossible that either of them can have been derived from the other or from a common source. There may, however, have been some ground for this mistaken suggestion if "Holden Vale" and "Haslingden" were independent but alternative names for the same locality. Places sometimes have more than one name—*e.g.*, is Oxford on the Isis or the Thames, Cambridge on the Cam or the Granta?

The old township and its former division into posts is shewn on the map. It had an extreme length from south to north of three miles and a half, and an extreme breadth from west to east of four miles and a half. The four posts were named Church post (the northerly one tinted [1]), Grane post (the westerly one tinted [2]), Town post (the easterly one tinted [4]), and Holden post which lay between the last two and is tinted [3]. The reason for this division is uncertain, but it seems to have been both ecclesiastical and manorial. If the conclusions of this work are correct and the division into the four posts ancient, Grane post must have had far fewer inhabitants and less enclosed land than any of the others. Now there are four churchwardens at the church, two chosen by the vicar and two by the parishioners, but formerly each had some connection with one of the posts; at one time there were six,⁸ or

ill at the time, that a few trees were decaying and needed removal, which the agent was authorized to have done. He exceeded his instructions and cut down every tree; in consequence he was discharged on the owner's recovery. Major D. Halstead in an article in *Haslingden Observer* on 28 January, 1928.

¹ *Ekwall*, 91.

² Grid 7823/4060.

³ Grid 7923/27.

⁴ Grid 7924/9505.

⁵ Grid 7624/6528.

⁶ *Ekwall*, 67. But it is there suggested that the first element might be a personal name—Crida.

⁷ *E.g.*, *Not. Cest.*, vol. II, pt. II, 332; Baines, *Hist. Lancs.*, III, 404.

⁸ *Vict. Hist. Lancs.*, VI, 431, citing Baines, *Lancs. Dir.*, I, 644.

possibly seven, the extra ones having some connection with land or the chapels in Rossendale forest which lay, and lie, outside the township. In 1846 it was stated to counsel that the chapelry of Haslingden comprised three separate and distinct townships, *viz.*, Haslingden, Higher Booths and Lower Booths; that the township of Haslingden was divided into four districts called posts, each of which was represented by one of the four wardens returned for the township of Haslingden; that each of the out-townships of Higher Booths and Lower Booths formerly returned one warden or rather sidesman, but Higher Booths had for some years returned two. At that date the inhabitants of Higher Booths objected to the church rate though that may not have been the only matter in dispute. The manorial rents, too, were divided between the posts,¹ although the division was not strictly accurate, because it is certain that some of Ralph Holden's land was in Church post and possibly a small part in Grane post, while the whole of his rent is entered under Holden post.

The first recorded mention of Haslingden would appear to be in 1242 (26 Henry III) when Heselingedon, of the annual value of £3 15s. 5d., was assigned by the king as part of the dower of Countess Margaret on the death of her husband John de Lacy, Earl of Lincoln.² The name occurs again in 1269 (53 Henry III), spelt in no fewer than five different ways, in an inquest *de anno et die* on the outlawry of Robert de Haslingden for slaying Wyun de Haslingden;³ and about that date there are several references to persons with the surname de Haslingden, who must have been born—or have lived—in the township.⁴

What was the position of the township at the time of the Conquest? The question is difficult to answer, because the Domesday description of the hundred of Blackburn, in which Haslingden lies, is exceedingly brief⁵ and makes no mention of the township. Domesday tells us that the whole of the hundred was in 1066 in the hands of Edward the Confessor; that is to say, it was ancient demesne.⁶ The record further states that there were in the hundred twenty-eight freemen holding (of

¹ *Clith. Ct R.*, III, 421.

² *Lancs. Inq.*, I, 157.

³ *Ibid.*, I, 235. Haselingden, Hasselend', Hasselinden, Hasselindene, Haselinden. The first writ was dated 27 July, 53 Henry III (1269); a second, ordering the delivery of the land to the mesne lord Hugh de Tewode, was dated 27 November, 54 Henry III (1269).

⁴ See *Some Ewood Deeds*, I, n. 2. The author was informed some years ago that there was only one Haslingden in the world (there is a Haslington near Crewe in Cheshire) and that a registered telegraphic address and "Haslingden" (*i.e.*, two words only) was a sufficient address for a cable from anywhere. A cablegram so addressed from Australia has been delivered since this note was first written.

⁵ The reason for this brevity is that Roger of Poitou, to whom William I had granted the hundred, had given it to two of his barons who had enfeoffed no military tenants, but had let it (or at least the demesne) out free from rent for three years.

⁶ See *post* pp. 90-7.

the king) five hides and a half and forty carucates of land for twenty-eight manors.¹ The position of these free men as immediate tenants of the crown is that which was traditionally ascribed to the holders of the manors in the *Status de Blackburnshire*, which, after stating that it was not known for certain who held the lordship of Blackburnshire before the Conquest, says that "common opinion holds and asserts that as many as were the vills or mansions, or the manors of men, so many were the lords, not only in Blagbornshire, but also in Rachdale, Tottington and Boland, and all the adjacent neighbourhood, of which none was held from another, but all in chief from the lord king himself".² The names of the twenty-eight "manors" are not recorded in Domesday but Dr Whitaker, estimating that nineteen of them were in the parish of Whalley, and extracting from the inquisition *post mortem* of Henry de Lacy in 1311 the names of the nineteen, included Haslingden in the number. If his conclusions are correct, it is not improbable, and it is here suggested, that Haslingden existed in Anglo-Saxon times, and that at the time of the Conquest it was held of the king in free tenure, and that that tenure may in fact have preserved after the Conquest many features of Anglo-Saxon custom. Dr Whitaker has suggested that Haslingden contained one carucate and was never granted out, but it seems more likely that there were in fact two carucates, one the Ewood holding and the other the Holden holding. It may be correct to say that they were never granted out because the previous owners retained them as Dr Whitaker says Downham was.³ There seems to be some evidence, too, that an ancestor of the Holdens may have been the so-called lord of the township or manor. The compilers of Domesday have, however, attempted to express Anglo-Saxon institutions in Norman terminology and it may be that the so-called lord was not a lord of the manor as understood by the Norman lawyers. Did the land in fact belong to the township or its inhabitants as some kind of a village community? ⁴ The suggestion is put forward with hesitation because the author is unable to test the evidence, although he recollects that, when studying over forty-five years ago, he read a statement that it was usual for a mesne lord to compromise with the king for the latter's right to waste the land for a year and a day when the sub-tenant had incurred a forfeiture.⁵ According to

¹ *Domesday*, 80, 81; *Vict. Hist. Lancs.*, I, 286; Whitaker, *Whalley*, I, 56, 228. But if the hides are converted into carucates there are seventy-three carucates.

² *Whalley Coucher*, I, 186 (in English); Whitaker, *Whalley*, I, 66 (in Latin); Baines, *Hist. Lancs*, III, 314 (in English and a better translation).

³ Whitaker, *Whalley*, I, 235, II, 118.

⁴ The township of Huncote was fined 18*d.* for default of service on 5 December, 17 Edward II (1323), *Lancs. Ct R.*, 51.

⁵ An extensive search has failed to trace the statement though it seems to be a reasonable course to have been pursued if the king had been willing to treat. The author's son made some searches for him at Cambridge and formed the conclusion that there was no exact or even general procedure at all and that it varied from

the inquest after Robert de Haslingden's outlawry in 53 Henry III (1269) ¹ "the township of Haselinden shall answer to the King for the year and day". No similar finding appears in any of the Lancashire inquests except that in the case of Roger Haslinghead in 2 Edward I (1274) where the township of Chipping was found liable with more details of the pecuniary result; Chipping is also in Blackburnshire.² It might, however, have been a communal responsibility for a member's crime, and at Chipping it is stated that the township held the land during the year and a day which might be a form of tenancy for that period.

case to case. Henry II, John, and Henry III all had different methods. Henry II really wasted the lands as graphically described in *Bracton*, f. 129. John, once he was in possession of a felon's land, refused to surrender it, and for instance Thomas de Eula, in 1203, paid forty marks and a palfrey to obtain the lands which had escheated to him through his tenants' felony. It is possible that he bought the year and day but the other interpretation of the Pipe Roll is generally accepted. Henry III and Edward I frequently sold the year and day and once at least to the highest bidder but it is uncertain whether it was to the lord.

¹ *Lancs. Inq.*, I, 235.

² *Lancs. Inq.*, I, 241. Was Haslinghead a scribe's error for Haslingden? But there was a place Haselhead, now Broadhead, adjoining Chippyndale. *Lancs. Pipe R.*, 425.

CHAPTER FOUR

HASLINGDEN CHURCH AND THE GLEBE

No date is assigned for the foundation of this church in the chief histories of Lancashire,¹ but in *A Short Account of Haslingden Parish Church* written by Henry Stephenson in 1878 it is stated that "When the Pope of Rome attempted to levy a tax on all benefices in England, about the year 1269, Haslingden is not mentioned; Clitheroe, Colne, Burnley and Altham all being mentioned; so that it seems evident that Haslingden Church was founded between 1269 and 1284".² This mistaken statement has been accepted by many as authority for the approximate date of foundation. It seems reasonable, however, to suppose that the chapel dates back to Anglo-Saxon times. Dr Tupling considers that there were Anglo-Saxon churches or chapels in Lancashire which were not mentioned in Domesday.³

The mere omission from the taxation is no proof that the chapel did not exist; Brindle church was also omitted, but it is known to have been in existence earlier,⁴ and there were "eight which certainly existed then, but from poverty or other reasons were excluded from the list".⁵ It has also been stated that nearly all of twenty-nine named chapels, which included Haslingden, were probably in existence before 1200,⁶ and that Haslingden, and the other dependent chapels in the parish of Whalley except St Michael in Castro, seem to have had rights of baptism and burial.⁷ Henry Stephenson's argument, too, proves too much, for it means that a chapel, proved to exist in, and before, 1284 by the gift of the advowson of Whalley Church and its dependent chapels, including Haslingden, to the abbot and monks of Stanlaw,⁸ did not exist in 1291, because it was in that year that the *Taxatio Papae Nicholai* was made and not in 1269, and Nicholas was only pope from the twenty-second of February, 1288, to the fourth of April, 1292.

When Henry III confirmed Magna Carta in 1217, there was intro-

¹ Whitaker, *Whalley*, II, 301; Baines, *Hist. Lancs.*, III, 404; *Vict. Hist. Lancs.*, II, 19, VI, 432.

² Reprinted locally in 1949 by the present vicar.

³ "The Pre-Conquest and Norman Churches of Lancashire" in *Transactions of the Lancashire and Cheshire Antiquarian Society*, vol. LX.

⁴ *Hundred of Leyland*, 101.

⁵ *Vict. Hist. Lancs.*, II, 6.

⁶ *Vict. Hist. Lancs.*, II, 18.

⁷ *Vict. Hist. Lancs.*, II, 18, citing *Whalley Coucher*, I, 227.

⁸ *Whalley Coucher*, I, 186 *et seq.*, where (p. 206) the tithes are stated to have been worth five marks and the altarage and glebe four marks.

duced a provision to prevent the alienation of land to the church because, when land was given in frankalmoin, the lord lost the services to which he had been entitled while the land had been held by a lay tenant. The provision was not fully effective until the statute *De Viris Religiosis* was enacted in 1279, and even then it could be evaded if the monks obtained from all mesne lords and the king a licence in mortmain (which is in fact still required, unless there is a statutory licence, as for instance, under the Companies Act 1948).¹ The importance of this for the present purpose is that these licences were needed, and that the monks were careful to obtain them from all necessary persons and, in fact, obtained them. "Every collection of monastic charters tells the same tale. No gift is considered safe until it has been confirmed by the king and all who stand between the king and the donor."² The monks of Whalley were no less assiduous than others in obtaining these confirmations, as the *Coucher Book of Whalley* shews. In particular they obtained the confirmation by King Edward III of the grant of the advowson of Whalley and its dependent chapels, and independently of this a confirmation of Altham chapel itself, which had originally been founded by Hugh, son of Leofwine (circa Richard I, 1189), as a parish church, whose glebe, however, had reverted to the manor when it became a dependent chapel.³

Notwithstanding all this care there is no trace of any confirmation ever having been obtained of any grant of the glebe of Clitheroe, Colne, Burnley, or Haslingden chapels. If any confirmation had been necessary it would have been applied for, obtained, and recorded, so that it is a legitimate assumption that the grant of these glebe lands was at such an early date that it could not be called in question. This was certainly before 1217, and Pollock and Maitland⁴ suggest that there were risks in relying on any unconfirmed donation made at any time after the Conquest. The first three chapels, *i.e.*, Clitheroe, Colne, and Burnley, are mentioned in the charter of Hugh de la Val, which Dr Whitaker's later edition dates as given in 1121,⁵ as existing chapels, or rather as churches, which they were not. Though Haslingden chapel is not mentioned, there seems no reason why this should be any more proof of its non-existence in 1121 than is the omission of the chapel from the *Valor* of Pope Nicholas proof that it did not exist in 1291. The statement in the *Status de Blackburnshire*⁶ that "In these times, while the said churches [*i.e.*, Whalley, Blackburn, Chipping, and Ribchester] had thus been

¹ Repealing and replacing the Companies Acts of 1862, 1909 and 1929, Pollock and Maitland, I, 329 *et seq.*

² Pollock and Maitland, *Hist. Eng. Law*, I, 341.

³ *Whalley Coucher*, I, 248 (at p. 249 quoting p. 189), 265 (at p. 273); Whitaker, *Whalley*, I, 205, II, 265; *Vict. Hist. Lancs.*, VI, 413.

⁴ *Hist. Eng. Law*, I, 346.

⁵ Whitaker, *Whalley*, II, 507.

⁶ Baines, *Hist. Lancs.*, III, 314; Whitaker, *Whalley*, I, 66; *Whalley Coucher*, I, 186.

built, there was not, in Blagbornshire, at Cliderhowe, or elsewhere, a castle built, nor any chapel whatever besides the above-named churches, nor any lord who had ever claimed the patronage of the said churches, or any of them ", cannot extend to a period later than the Lateran Council of 1215 which enjoined celibacy. Hugh de la Val's charter, however, proves that the statement that there was no other church must have related to a period earlier than 1121 when Clitheroe, Colne, and Burnley chapels all existed. There is therefore nothing to preclude Haslingden chapel, or the other chapels, from having been in existence before 1066.

Each of the four chapels, Clitheroe, Colne, Burnley, and Haslingden, had glebe land attached to it ; in the first three cases the amount was two oxgangs but at Haslingden it was only one. The actual area is not of importance but the measure used is Saxon, suggesting that, however the land was acquired or by whomsoever it was given, the acquisition was at a time when that was the measure in common use. This lends support to the contention that Haslingden chapel was an Anglo-Saxon foundation.

The last Earl of Lincoln, Henry de Lacy, had an only surviving child and heiress, his daughter Alice, who was married to Thomas Plantagenet, Earl of Lancaster, and his vast estates were by arrangement settled in default of issue of the marriage on the right heirs of Thomas. In consequence of this an exceptionally full inquest was taken on the twenty-sixth of February, 4 Edward II (1311), after the Earl of Lincoln's death.¹ This inquest shews that at Haslingden there were one hundred and eighty-three acres and one rood demised to divers tenants at will yielding sixty-one shillings and one penny yearly ; a water mill worth ten shillings ; and three free tenants, Sir Robert de Holand, Robert de Holdene, and Adam de Holdene, holding respectively a plat of land called The Ewod at five shillings yearly, forty acres at thirteen shillings and one penny halfpenny yearly and sixty acres at two shillings yearly ; but there is no tenant in frankalmoin, nor is the church shewn as holding any land in Haslingden, or, for that matter, at Clitheroe, Colne, or Burnley. An explanation of these omissions would be found if the endowments of the chapels had been before 1066 and the land was held *in capite* (direct) of the king,² and the reversion had not been included in the grant to Roger of Poictou, or any of his successors, so that the glebe lands would not be included in the honour of Clitheroe.

A further fact which may be confirmatory of an Anglo-Saxon foundation is that there is in the churchyard at Haslingden a huge stone with

¹ *Lancs. Inq.*, II, 2, at p. 9 ; *De Lacy Inq.*, 4 *et seq.*, at p. 13 (the latter a somewhat corrupt text). One of the jurors was Robert de Holden, who would know all about Haslingden.

² As stated in the *Status de Blackburnshire* ; Baines, *Hist. Lancs.*, III, 314 ; Whitaker, *Whalley*, I, 66 ; *Whalley Coucher*, I, 186.

two holes ¹ which has now been recognized as the base of a Saxon cross similar to the three in Whalley churchyard. The former attribution of this as a plague stone may give the approximate date of the destruction of the cross itself, because at the halmot holden on the eleventh of November, 1 Edward VI (1547), the king by Sir Arthur Darcy granted to Thomas Gartesyde a parcel of land "taken from the King's waste, lying over against the Cross in le Church pittes within the township of Haslyngden", ² as well as another parcel of land "as it lies in le Church pittes aforesaid, called le Howsestedes, containing altogether one acre of land". It is probably impossible to identify either the Church pits or the Housesteads now, but on the ordnance survey of 1844-8 there is shewn in a south-easterly direction from the church, and at a distance of about five hundred yards therefrom and at about the same elevation above ordnance datum as the church, a place called Pit Heads. ³

Admittedly there is nothing definite and conclusive in any of the foregoing arguments but taken together they seem to afford reasonable grounds for assigning a date before 1066 as that of the original foundation of the Haslingden chapel.

Before 1876 there were highways across the churchyard; originally they may have been cartways or pack roads, but in that year they were only footways. One of them ran from the south door of the church in an easterly direction to the old town and another from the same door in a south-westerly direction; the two together would probably be the direct route from the chapel and town green to Todd Hall and perhaps Holden Hall, the next best way being by Deardengate (the ancient highway) and Charles Lane, or perhaps by Bell Lane and Ratcliffe Fold, by the side of Well Bank to a footbridge or ford over the Swinnell. A third ran from the same church door in a northerly direction to Springside, but was probably not much used except by the occupiers of any cottages lying to the north of and under the church. These highways had for some time past been a constant source of annoyance to the vicar and churchwardens as they prevented the graveyard being kept in a state satisfactory to them. Accordingly the vicar, the Reverend Weldon Champneys, and the churchwardens, John Cronkshaw, William Bridge, Henry Hargreaves, and Thomas Livsey Ormerod, took the necessary steps under the High-

¹ The "plague-stone" found "a few years ago"; Baines, *Hist. Lancs.*, III, 405. The plague occurred in London in 1665 and traditionally is reputed to have occurred in Haslingden, a number of the dead being buried at Ewood Bridge. There was a possibility that the infection was carried between London and Haslingden, or Clitheroe, because General Monk, the lord of the manor, and honour, was the only representative of the government who remained in London, though he considered himself in greater danger than if he were in action with the Dutch fleet (Lingard, *The History of England* (1902), IX, 108). The stone may have been so used in 1665 or the following year.

² *Clith. Ct R.*, III, 146.

³ But see *post* p. 66.

way Acts, and the justices certified that the paths were an obstacle and hindrance to the reverent care and conservation of the churchyard; and they were closed by order of Quarter Sessions on the twenty-eighth of June, 1876. All the paths still exist, but they are now only used as means of approach to the church.

The seats in the church were formerly appropriated to various estates in the town and regularly assured along with these when the latter were sold. This practice of purporting to assure the pews was continued into the present century, in some cases long after the seats had ceased to be so appropriated. The right was recognized and there was even litigation between rival claimants, the depositions for both parties in one suit, *Turner v. Taylor* in the Consistory Court of Chester in 1828, being still extant,¹ though they seem to be of no interest, except that they confirm the identity of Dearden Place with Hud Hey and shew that the land called Carrs had no building on it.

A case placed before counsel in 1846² for advice to the churchwardens seems to be of more interest. From this it appears that the chapelry of Haslingden comprised three separate and distinct townships, namely Haslingden, Higher Booths,³ and Lower Booths,⁴ and that the first was divided into four posts as previously mentioned,⁵ each of which was represented by one of the four wardens returned for the township of Haslingden. Each of the two out-townships had formerly returned one warden, or rather sidesman, but for some years Higher Booths had returned two. During living memory the two out-townships had contributed between them one-third of the ecclesiastical expenditure of the chapelry in the proportion of three-fifths by Higher Booths and two-fifths by Lower Booths. The proportions paid by the out-townships had been raised by the sidesmen of those townships by church rates made by them or out of the poor rate, and had been paid over in gross sums to the four wardens who had laid a church rate for the remaining two-thirds on the inhabitants of Haslingden. The warden of each post always collected the rate within his own district. In 1781 and part of 1782 apparently, according to the parish account book, the four wardens made a general rate upon the whole of the chapelry, but in 1807 it seems that an exact third was contributed by Higher Booths and Lower Booths.⁶

Prior to 1778 the Bishop of Chester granted a commission to certain landowners and inhabitants within the chapelry authorizing them to take down and rebuild the old chapel and to refit the same with pews.

¹ Lancs. Rec. Off., DDX, 118.

² Lancs. Rec. Off., DDX, 118.

³ Crawshaw Booth, Goodshaw Booth, Loveclough, Gambleside, and part of Wolfenden.

⁴ Rawtenstall, Constable-lee, and Oakenhead Wood.

⁵ *Ante* p. 13.

⁶ The case placed before counsel with the copies of these accounts is deposited in Lancs. Rec. Off., DDX, 118.

and seats and to allot and dispose of the pews or seats among the land-owners and inhabitants within the chapelry who stood in need of them in proportion to the tax respectively charged upon them on account of the rebuilding and enlarging, namely, two third parts to Haslingden and the other third to Higher Booths and Lower Booths. This was done and confirmed by a decree of the Consistory Court at Chester dated the eleventh of April, 1778, to which a plan was annexed.

In 1841 it was necessary to enlarge the burial ground attached to the chapel. The share of the expenses payable by Higher Booths was fifty pounds nineteen shillings and sixpence, which was in the first instance advanced by one of the four wardens, James Ormerod, but not repaid. Neither were the rates for 1841 amounting to fifteen pounds sixteen shillings and fourpence, nor those for subsequent years. Proceedings to compel payment were threatened, and for fear of these the persons elected as wardens, or sidesmen, for Higher Booths in 1845 refused to serve. There was no dispute with Lower Booths, but it was feared that that district might follow the other booth's example. Counsel's advice was adverse on the legal points, but what followed is not known.

Some account of the glebe has already been given. The portion which was the original endowment, with the church itself, is shewn on the map and numbered 7. That parcel contains about twenty statute acres. Owing to the fact that it was an island of freehold land surrounded by a sea of copyhold, it is possible to give the exact boundaries and, subject to the limits imposed by the small scale of the map, these are shewn. As previously stated, the date of the foundation of the chapel is not known, nor is the name of the founder, nor the donor of the endowment; there is indeed nothing to prove that there ever was a donor or that the church did not merely take possession of what was then no man's waste land. This is unlikely, however, and the fact that the endowment of the Haslingden chapel, as well as those of Clitheroe, Colne, and Burnley, was measured by the oxgang suggests that there was in fact some founder who has long been forgotten. The glebe was severed from the church when the monks of Whalley appointed themselves rectors¹ and appointed a vicar to have the cure of souls. It remained in the possession of the abbey until its dissolution when the rectory of Whalley and its glebe became the possession of the crown. Later, Edward VI conveyed it, in exchange for other property, to the Archbishop of Canterbury,² whose successor in 1799 under the Land Tax Redemption Acts sold the whole of the glebe lands to Lord Ribblesdale, who split them up and sold them to various persons. A copy of the assurance on one of these sales is given in appendix B with a note of a second which related to the second parcel next mentioned. Several other assurances have from time to time been

¹ *Whalley Coucher*, I, 202 *et seq.*

² 1st June, 1547. Baines, *Hist. Lancs.*, III, 320.

seen, all of which appeared to have been in substantially the same form.

A second parcel of land forming part of the glebe is shewn and numbered 6 on the map. This parcel contains about ten acres and from its situation it would appear to have been an allotment to the owner of the glebe in respect of his original holding when the commons were enclosed, as Dr Tupling has narrated.¹ If this is correct it would seem to indicate that the allotments were at the rate of at least one acre in respect of each two of the existing holding. The history of the second parcel was exactly the same as that of the other land held until Lord Ribblesdale split up the glebe.

In addition to the above-mentioned glebe, there seems to have been a small amount of additional land in the neighbourhood of the church, which may have been held by the church. The area of this was, in all probability, very small and it seems possible that it was in the nature of a parsonage or the garden of a parsonage. Information is very scanty indeed, but in a release² (founded on a lease) dated the twenty-second of September, 1820, the trustees of the will of Henry Wilkinson, who died on the sixteenth of September, 1819, assured to Mary Brandwood

All that messuage or dwelling-house situate in the township of Haslingden aforesaid with the outhouses and offices adjoining thereto and which were formerly in the tenure or occupation of the Reverend John Holmes curate of Haslingden aforesaid³ and late of the said Henry Wilkinson deceased, and also all that warehouse adjoining to the said messuage or dwellinghouse and which was lately occupied by the said Henry Wilkinson and Mr Eli Pickles, and also all that messuage or dwellinghouse contiguous to the said first mentioned dwellinghouse and now in the possession of William Jenkinson, which said messuages or dwellinghouses, warehouse, and other buildings have been erected and made upon a plot or parcel of ground containing by estimation three hundred and fifty yards which was granted and conveyed by Thomas Holden Gentleman deceased to Henry Wilkinson of Haslingden aforesaid badger, an ancestor of the said Henry Wilkinson the testator, in and by a certain indenture of feoffment bearing date the second day of August one thousand six hundred and eighty-six and therein mentioned to adjoin to Oliver Hargreaves' garden [together with the appurtenances] (save and except the garden and stable).

The exact identity of this property cannot now be ascertained with certainty, although it was in the old portion of the town and close to the glebe but on the opposite side of the highway. It may have been that marked 1686 on the plan and it is said that there was an old vicarage near that position but, if this was that vicarage, it could not be part of the glebe because it was in the ownership of Thomas Holden.⁴

¹ *Econ. Hist. Ross.*, chapter IV, 127.

² At Lancs. Rec. Off., DDX, 118.

³ 1760 to 1764, *ob.* 1767. Whitaker, *Whalley*, II, 303.

⁴ This might be Thomas Holden of Todd Hall, born before 1643, who died 1710-1. It could not be Thomas, brother of Ralph Holden of Holden, born *circa* 1581 (see

All the additions to the churchyard and the sites of the Sunday school, present vicarage, and church institute have been made out of parts of the ancient glebe. John Hoyle acquired from Lord Ribblesdale the portion adjoining the old churchyard on the south and from him or his son the extensions on that side were acquired. Thomas Whittaker acquired from Lord Ribblesdale the land on the north or north-east side of the old churchyard and, when the buildings erected thereon by him and others were condemned in the twentieth century, friends of the church acquired some of the land and gave it to the church.

While the rectory of Whalley was owned by the archbishops it was regularly leased by them to the Asheton family for three lives. At the end of the seventeenth century the holder died leaving two daughters and co-heiresses who married into the Lister and Curzon families, who thereafter held the leases jointly, the final joint lease being granted on the twenty-third of March, 1776, to Asheton, Lord Curzon (then Asheton Curzon), and Thomas, Lord Ribblesdale (then Thomas Lister), at the ancient and accustomed yearly rent of two hundred and thirty-seven pounds thirteen shillings and three pence and certain annual payments aggregating one hundred and twenty pounds to the vicar of Whalley, the curates and chaplains of the chapels, and the bishop of Chester. In September, 1794, the lessees agreed to partition the rectory between them and this, owing to doubts whether the archbishops could sever the rectory, was confirmed by parliament.¹ Thereafter the moieties were leased separately, one being recited in the conveyance of which there is a copy in appendix B but the rent is there stated wrongly having been one hundred and eighteen pounds seventeen shillings and sevenpence halfpenny.²

pedigrees, Whitaker, *Whalley*, II, after 304) but it may have been a member of one of the other families of that name. The land may originally have been "church" land of some kind because the only freehold land in Haslingden was the Ewood estate (Ewood), Holden Vale in the Jacobean grant (p. 134), land in Grane post in the Elizabethan grant (p. 131), and the church land, *i.e.*, the glebe and apparently this small additional area. Grid 7823/7462.

¹ 39 George III, c. 80.

² Old abstract at Lancs. Rec. Off., DDX, 118.

CHAPTER FIVE

THE HOLDEN FAMILY AND THE HOLDEN ESTATE

BEFORE proceeding further it is desirable to make some remarks about this family, which has been of some prominence in Haslingden from the earliest times down to the present day.¹ The printed pedigree² shews a direct descent from Robert de Holden, living before 1200, with very few collaterals except the Holdens of Todd Hall.³ Robert Holden who died in 1792 was probably the heir in tail male of his ancestor the first Robert de Holden,⁴ but he may not have been—and probably was not—the last male heir of the family, when the distant relationship between the tenth Earl of Derby and his successor the eleventh Earl is borne in mind, and the fact that the present king, though the heir of his predecessors, is the descendant of only a few of them, namely, since the Conquest, two Normans, six Plantagenets, no Lancastrian, one Yorkist, one Tudor and one Stuart.⁵

It is difficult to reconcile all the references to the Holdens in connection with Haslingden, Duckworth, Simonstone, Ewood, Palace House, Tottington and elsewhere; and the editors of the *Victoria History of the County of Lancaster* seem to have felt this. The descent of Holden Hall and Todd Hall may not be—and probably is not—affected by these difficulties. Holden is a common surname in the neighbourhood; and families bearing the name elsewhere claim to be descendants of the Holdens of Holden⁶ without being able to trace the connection. Some of these may be families who have taken their name from the place, but

¹ One of the heirs general of the first Holden is a churchwarden to-day.

² Whitaker, *Whalley*, II, after 304.

³ Whitaker, *Whalley*, II, 305.

⁴ Treating as valid the marriage of Ralph Holden and Elizabeth Elston in the sixteenth century which may have been irregular by strict ecclesiastical law.

⁵ The printed pedigree (Whitaker, *Whalley*, II, after 304) shews that Robert Holden had two sisters, Elizabeth (or Betty), who married Henry Greenwood, and Frances, who married Hugh Taylor but died without issue. Elizabeth Greenwood had one son, John, who had three sons, Henry, Ralph, and William, and three daughters, who never had issue. The three sons all married but Henry's issue has now failed and William's only grandchild was the late Lord Howard de Walden. Ralph had three daughters, Maria, Mary, and Violet Mildred, of whom the second died without issue. The eldest has ten grandchildren now living, and the youngest three. Noel Duckworth, a grandson of the eldest now in New Zealand, and Benjamin Holden Ellston, a son of the youngest now in Haslingden, are the heirs general in coparcenary of the original Holden.

⁶ See, e.g., *The Derbyshire Holdens and their Descendants*, by Wilfred H. Holden.

others may be descended from younger scions of the family. The author has wondered whether two different persons with the same name living at or about the same time have been confused with each other¹ by historians and other archivists. The partiality of the Holdens for their ancestral Christian names—particularly Robert and Ralph—would conduce to this. The trait is common to many—perhaps the majority of—families but that is no excuse for the folly with all its inconveniences.² So far as is known the possible confusion does not affect the arguments here put forward nor vitiate any of the conclusions; but the point is mentioned in order to prevent too much importance being attached to an apparent contradiction between what is written here and something written or discovered elsewhere.

Even such an experienced historian as Dr Tupling with local knowledge may be misled. He states³ “that the rentals of 1527 and 1539, as printed by Dr Farrer, are not complete lists of the tenancies in Rossendale”, giving as an instance of omission “‘a farmhold in Towdehole, Hellshowr and Rayvenshowr’ for the unpaid rent of which there was a suit in the Halmote in 1510”.⁴ It is believed that the rentals were, or at least may have been, complete lists of the tenants paying rent to the lord of the manor, but that they were not, and did not purport to be, complete lists of the occupying tenants who held of, and paid rent to, the immediate tenants of the lord, these tenants being in the position of mesne landlords. Why Dowsill Holden, the widow of Ralph Holden, should have claimed four shillings and fourpence as a farm rent from Gilbert Holden is not apparent, but it seems probable that her son had not paid to her what she considered was due to her for dower or free-bench. She abandoned her claim and at the next court in the same year⁵ he sued her for forty-five pounds six shillings and eightpence

¹ On this being mentioned to Dr Tupling he replied that he, too, had sometimes thought the same. On October, 1718, Gilbert Holden of the parish of Burnley was married to Elizabeth Maden of Rochdale, spinster, at Rochdale church (Lancs. P.R. Soc. LXII, 31) and it appears from the *Chester Marriage Bonds*, pt. IV (Rec. Soc., CI, 262), that he was Gilbert Holden of Holden near Chapel of Burnley Gent., the bondsmen being himself, Gilbert Holden of Holden, gent., and John Holden of the same, brother of Gilbert. Who were they? The name of neither appears in the Holden pedigrees either of Holden or of Todd Hall in Whitaker, *Whalley*, II, after 304 and 305, although these seem to give the names of all the children of a marriage at this date. It seems, therefore, to be clear that Gilbert was not a member of the Holden de Holden family but merely resided at Holden and possibly not at Haslingden if *near* the chapel of Burnley is really correct. In any case it confirms the doubts of identity of many of the Holdens.

² The author's ancestors in the male line since about 1550 have been three Johns, one Francis, one William and five Thomases (all the exceptions since 1600 had a brother Thomas), notwithstanding which he named his eldest son Thomas and would probably do the same to-day and his eldest grandson is so named.

³ *Econ. Hist. Ross.*, 46.

⁴ *Clith. Ct R.*, III, 17.

⁵ *Clith. Ct. R.*, III, 18.

“ which she had received from lands and tenements belonging to the said Gilbert while he was under age ”. The action was settled by agreement.

At first sight it would seem that Gilbert Holden was Gilbert Holden of Holden, who married Grace Townley and according to the pedigree printed by Dr Whitaker died about 1549,¹ but it is clear that he was not. Gilbert Holden of Holden was the son of Thomas Holden and Agnes, née Langton, and on the second and twenty-third of January, 4 Edward VI (1550-1), his son Ralph Holden was admitted to the Holden Hall estate in Haslingden and seventy-two acres of land in Tottington; ² Gilbert Holden of Ravenshore was elected one of the constables of Tottington at the court held on the twenty-ninth of October, 5 Edward VI (1551); he was still a constable on the eighth of November, 8 Elizabeth (1566), when the printed court rolls cease.³ There were therefore clearly two men called Gilbert Holden interested in the same land, one as owner and one as tenant. Ralph Holden, then of Duckworth, on the nineteenth of June, 3 and 4 Philip and Mary (1557), granted a lease of twenty-one acres, etc., called the Ravenshore in the tenure of Gilbert Holden, “ husbandman ”, to Gilbert Holden and his son Richard Holden for fifty-nine years.⁴ Towdehole (Todd Hall) was part of the Holden estate belonging to Gilbert Holden of Holden, and Hellshowr (Helmshore) was part of the Holden Vale freeholds to which he was entitled as shewn later.⁵ In 1539 Gilbert Holden had provided for his second son Andrew Holden by leasing to him the Todd Hall portion of the Holden estate for his life,⁶ the inheritance being added at a later date. It seems possible that a similar lease, or leases, had been made by an earlier generation to a younger son. This might account for some of the confusion and inconsistent records of the family. What would be the effect of some of the transactions and how they would appear in inquisitions *post mortem* may be doubted, but there are on the court rolls at a later date surrenders to a tenant his *heirs* and assigns for terms of about eleven years.

Another case in which Dr Tupling was misled appears when he suggested that the grants to Robert Holden in 1586 and 1614 were new enclosures,⁷ whereas, as appears later, they were confirmations of some of the oldest enclosed land. Dr Tupling seems to have had some suspicions about the transactions for he mentions that “ all the tenements of both grants, however, were in occupation when Robert Holden received them ”.

It is necessary to give a very detailed account of the Holden estate, because it would have been impossible to compile the greater part of this history of Haslingden if the main estate had not remained intact, except for the increase caused by the enclosure of the commons, from the

¹ Whitaker, *Whalley*, II, after 304.

² *Clith. Ct R.*, III, 161, 354.

³ *Clith. Ct R.*, III, 356, 402.

⁴ *Clith. Ct R.*, III, 372, 394.

⁵ Pp. 40-4.

⁶ *Clith. Ct R.*, III, 99.

⁷ *Econ. Hist. Ross.*, 68.

middle of the sixteenth century until the twentieth, and if the boundaries of the estate had not been identifiable. It seems to have been very generally, if not universally, assumed that the estate as it existed in 1850, with the addition of Broadholden and Todd Hall, represented the whole estate as it had existed down the ages, but this is far from being the case. At various dates it included (a) the Holden Hall estate, (b) the Todd Hall estate, (c) the additions to the first on the enclosure of the commons, (d) the additions to the second on the same occasion, (e) the Waddington estate (omitting from this Dobson Place), (f) Dobson Place, (g) the additions to the Waddington estate on the enclosure of the commons, (h) the Broadholden estate, (i) the Cockham estate, (j) the land at Broadholden in the Elizabethan letters patent, (k) the land in Holden Vale and Helmsore in the Jacobean letters patent, and (l) the Helmcroft estate. Except for small portions of the Flaxmoss common enclosed when the commons were enclosed, this included the whole of the land in the Holden post with considerable areas in the Church post and the Grane post. The estate as it remained in 1850 is known with complete accuracy and, except for a very few acres in the extreme north,¹ the whole of it had been inherited from time immemorial or added on the enclosure of the commons.

According to the rental of 1527: ²
 Gilbert Holden paid a rent of
 and Robert Waddington paid

£2	4s.	2½d.
£1	6s.	8d.

a total of
 but there may be some doubt whether this was correct. The area of the latter (Waddington) estate was given as eighty acres in 1566,³ but Sunnyfield has also been stated ⁴ to contain sixty-four acres, *i.e.*, an acre less than the sixty-five acres which, with the fifteen acres of Dobson Place, make up the eighty acres for which the second rent was paid.⁵ The first rent, too, includes that of the twenty-four acres of the Todd Hall estate which was given to Adam Holden so that there requires to be deducted

£3	10s.	10½d.
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leaving
 the same as the old rent of £3 2s. 6¾d. given in the rental of 1662.⁶ To this there has to be added the commons rent in 1662⁷ of

	8s.	4d.
£3	2s.	6½d.

making a total rent of
 In mortgage surrenders of different parts dated the ninth of September, 1756,⁸ the copyhold rents are given as £3 1s. 9d.

£3	14s.	9½d.
£6	17s.	4d.

¹ Grid 7824/63. ² *Clith. Ct R.*, III, 408.
³ *Clith. Ct R.*, III, 258. ⁴ *Vide post* pp. 36, 47.
⁵ It has also been stated (*Clith. Ct R.*, III, 122, 172) to contain sixty acres.
⁶ *Clith. Ct R.*, III, 422. ⁷ *Clith. Ct R.*, III, 422.
⁸ *Clitheroe Court Rolls*, F, 555, 557.

and £2 15s. 7d. a total of £5 17s. 4d. It is impossible to account for this difference of one pound, but it may be a clerical error which would be difficult to detect because the entire rent would continue to be paid by the same person. In earlier surrenders of the whole dated the fifteenth of February, 1721, and the fifth of December, 1750,¹ the rent is stated to be £6 17s. 4d. On the thirteenth of August, 1764, certain houses, some, or all, of which were formerly called the Poorhouses, were sold to John Hoyle for one hundred and ninety pounds, the copyhold rent being ² 2d. and several fields, part of Sunnyfield and clearly adjoining to and on the right bank of the Swinnel, were sold to Hugh Hayhurst and Richard Hoyle for three hundred and five pounds, the copyhold rent being ³ 5s. 0d. Again on the eighth of June, 1774, land and buildings containing seven customary acres with other buildings at Lower Lane, the Slate, and Cockerill Fold, were sold to James Bilsborrow for eight hundred and ninety pounds, the copyhold rent being ⁴ 5s. 10d. and two cottages called Stockhouse and Watchhouse and smithy and two fields called Slatefield and Park containing three customary acres and a half were sold to Lawrence Duckworth for two hundred and sixty pounds, the copyhold rent being ⁵ 1s. 10d.

If these rents aggregating

12s. 10d.

be deducted, there remains

£6 4s. 6d.

which is the amount of the copyhold rent stated for the whole remaining estate in surrenders made about 1805 when the estate was partitioned between Frances Taylor and John Greenwood who were the heirs of Robert Holden, the last male heir of the family. John Greenwood subsequently acquired the whole estate on the death of his aunt, Frances Taylor, without issue. John Greenwood's widow subsequently by royal licence assumed the name and arms of Holden for herself and her issue.

The foregoing account, short though it is, clearly links up the estate of 1850 with that of the sixteenth and earlier centuries. The Holden Hall estate of 1850 is numbered 9 on the map and is believed to be absolutely correct both at that date and earlier. That portion which is numbered 9B contains about one hundred and ninety-two statute acres and is thought to be the same as the one hundred and eight acres three roods in customary (Lancashire) measure, equal (mathematically) to two hundred and two acres and thirty-five perches in statute measure which Ralph Holden surrendered on the seventeenth of June, 8 Elizabeth (1566).⁶

¹ *Clitheroe Court Rolls* for Easter, 1721, and E, 239.

² *Clitheroe Court Rolls*, I, 203.

³ *Clitheroe Court Rolls*, I, 204.

⁴ *Clitheroe Court Rolls*, M, 515.

⁵ *Clitheroe Court Rolls*, M, 517.

⁶ *Clith. Ct R.*, III, 259. The one hundred and thirty-two acres three roods included the twenty-four acres at Todd Hall.

The adjoining portion which is numbered 9A on the map contains about seventy-eight statute acres,¹ and it is thought to be the same as the thirty-eight acres one rood and fourteen falls enclosed from the High Moor in 1618,² which, if Cheshire measure, is equal (mathematically) to eighty-one acres and seventeen perches in statute measure. The parcel of land numbered 8B on the map contains about thirty-five statute acres and is thought to be the same as the twenty-four customary acres, equal (mathematically) to forty-four acres two roods and twenty perches in statute measure, constituting the Todd Hall estate which Ralph Holden settled on his younger son, Adam Holden, on the seventeenth of June, 8 Elizabeth (1566);³ and the adjoining parcel numbered 8A on the map contains about one hundred and fourteen statute acres and is thought to be the same as the fifty-three customary acres, equal (mathematically) to one hundred and twelve acres and twenty-one perches in statute measure which were added thereto on the enclosure of the commons.⁴

It has always been taken for granted that Holden Hall⁵ was the "caput" of the estate whence the family took its name, though there have been suggestions that "Haslingden" and "Holden" were identical.⁶

The author has never accepted this identity,⁷ and it is also considered that the suggestion that Robert de Haslingden, whose forfeiture necessitated the inquest *de anno et die* in 1269,⁸ was Robert de Holden⁹ was baseless. Although it seems certain that the names "Haslingden" and "Holden" can have had no common origin, and that the former does indeed mean "the valley of the hazels",¹⁰ there may be more substance in the suggestions of identity than formerly seemed possible. No one with any real knowledge of the place would think that Holden was a good description for Holden Hall or for the Holden estate in that neighbourhood if the name does in fact mean the "hollow valley",¹¹ because the hall was¹² not situate in a place which could with any justification be called a hollow valley. This difficulty would be overcome if the name did not mean the hollow valley, but was derived from the Norse *Halfdene*,¹³ either the whole or the first element being a personal name. The former seems

¹ In a deed dated 1853 it is given as 79a. 1r. 14p.

² *Econ. Hist. Ross.*, 245.

³ *Clith. Ct R.*, III, 99, 259.

⁴ See *post* p. 123. *Clith. Ct R.*, III, 422.

⁵ Grid 7722/4574.

⁶ *E.g.*, *Not. Cest.*, vol. II, pt. II, 332; Baines, *Hist. Lancs.*, III, 404, where an inquest *de anno et die* is stated to have been *post mortem*.

⁷ *Some Ewood Deeds*, 2.

⁸ *Lancs. Inq.*, I, 235.

⁹ *E.g.*, *Not. Cest.*, vol. II, pt. II, 332; Baines, *Hist. Lancs.*, III, 404.

¹⁰ Ekwall, 91.

¹¹ Ekwall, 91.

¹² It was pulled down about 1900.

¹³ *The Derbyshire Holdens and their Descendants* by Wilfred H. Holden, 9. *Halfdene* is certainly a Norse name, and, as correspondents in the *Times* of 4 and 13 August, 1949, have mentioned, there was even a king of that name. *Halfdene* was a successful invader of England in the reign of Alfred the Great, Lingard, *The History of England from the first invasion of the Romans to the accession of William and Mary in 1688* (1902), vol. I, pp. 192 *et seq.*

to be unlikely, but, if the first element only is a personal name, the second element might still be a valley, or have the meaning of a home or house, *i.e.*, the modern "den" as used for a person's sanctum or the lair of an animal. When used in this way "den" is still derived from "denu". This meaning of "Holden" has something to commend it, and if the following suggestion as to the original locality is correct, either meaning is satisfactory with, perhaps, a preference for the "hollow valley".

In an earlier chapter ¹ some description has been given of the township. Presumably early immigrants would come up the river and not over the hills,² all of which are over one thousand feet above ordnance datum. If so they would come first to Ewood Hall,³ which is also an old estate and is situate at the head of a tract of flattish land protected by rising ground from the cold north winds. Todd Hall ⁴ is somewhat similarly situated higher up the stream and at the head of a larger tract of flattish land and even better protected from the colder north; it might even be the earlier of the two sites to be occupied. The dwelling might be known as "Halfdene", *i.e.*, Hralf's house,⁵ and the neighbourhood as Haslingden, so that the two names were largely interchangeable. This would, perhaps, be more so if the modern Holden Vale was originally called sometimes the "hollow valley" and sometimes the "valley of the hazels", one of the names being ultimately adopted as the name of the township and the other as that of an estate or a tract of land therein. In that case the Holdens may have taken their surname from the place, but at times used both indiscriminately, and at a later date built a newer residence at Holden Hall, which then took its name from the family.⁶ Both halls seem to have been of somewhat similar importance when they appear amongst the records, and until 1566 or later they seem to have been held by the Holdens as a single estate.⁷ It is said that there was an underground passage between the two halls—a distance of a thousand yards—and there is a tradition in the family that it existed. It is also said that there was an underground passage between Todd Hall and the church,⁸ which may still exist, if only in places, although both entrances

¹ Chapter 3, p. 11 *et seq.*

² Cf. Herbert C. Collins, *The Roof of Lancashire*, p. 11, read after this was written.

³ Grid 7920/5287.

⁴ Grid 7723/9050.

⁵ If it is etymologically possible and there was such a Norse name as "Hrolf" or "Hralf", Ralph (pronounced as written and not Rāf) has always been a common Christian name in the family as the pedigree given in Whitaker's *History of Whalley*, II, after p. 304, shews.

⁶ And the earlier residence became known as the Old Hall? (Towdehole in 1510, Todehole in 1532 and 1539, Toode Hole in 1541, *Clith. Ct. R.*, III, 17, 82, 112; but Todhole in 1554, *ibid.* 179). It has been suggested that Toad Lane, Rochdale, where the co-operative movement originated, means The Old (T'Owd) Lane.

⁷ *Clith. Ct. R.*, III, 99, 161, 259.

⁸ Grid 7823/5959.

have been lost and wholly blocked up or filled in.¹ The relative heights of Todd Hall and the church, and the distance between them,² throw considerable doubt on the correctness of the story so far as it relates to the latter passage; the family tradition about the other, also, has features which make it difficult of acceptance.³

There is another fact which suggests that Holden was not confined to the comparatively small area in the neighbourhood of Holden Hall. Holden is, and seemingly always was, a common patronymic and it is most unlikely, if not impossible, that all the bearers of it, either before or after surnames came into use, were actual descendants of the Holdens of Holden Hall or of Todd Hall. More probably, they were persons born in Holden, or descendants of persons born in Holden, but they were so numerous that they could not have been derived originally from a small area. On the other hand there are places outside Haslingden into the names of which Holden enters, but which have no known connection with either Holden Hall or a member of the Holden family of Holden. Persons may have taken their surnames from such places or the places may owe their names to some connection with an immigrant member of the Holden family. It is unnecessary to refer to these places, but they can be seen on the maps of the ordnance survey.

Four old grants to the Holdens have been quoted by historians.⁴ Of these the earliest is dated the sixteenth of June, 56 Henry II (1272), and is a grant by Henry de Lacy to Adam son of Robert de Holden of all the land which William son of Keelyn (or Reelyn) and William his son had held in Haslingden and forfeited for felony. There is nothing to indicate the situation of the land or its extent, but there is reason to think that the suggestion that this was the origin of the Holden estate in Haslingden⁵

¹ In 1949 the names of three or four persons were mentioned as having actually entered the passage some forty or fifty years before. All of these, when asked, have said that they did *not*.

² There would be a rise of one hundred and thirty-five feet in a distance of seven hundred and fifty yards at the best, but probably it would mean a rise of one hundred and sixty feet in a distance of less than four hundred yards.

³ J. Marshall Mather in his first *Rambles Round Rossendale* (p. 136) relates that Robert Holden, the last male heir, was so indebted that he could not leave the protection of his house except on a Sunday when he drove to church in a coach and four. The other version was that the Holden who lived at Holden Hall could, for the same reason, only visit his brother at Todd Hall by the passage except on a Sunday when he went by coach and four; as Robert Holden had no brother the period must have been much earlier. Robert Holden died in 1792 and the first turnpike act for Haslingden was only passed in 1789; before then the bad state of the roads in Haslingden was notorious; no coach and four could possibly have used them, so that unless the stories are greatly embellished they cannot be correct.

⁴ Whitaker, *Whalley*, II, 301; *Not. Cest.*, vol. II, pt. II, 332; *De Lacy Comp.*, 191; Baines, *Hist. Lancs.*, III, 404, *Raines MSS.*, XIV, 54; *Kuerden MSS.*, IV, 110; *Harl. MSS.*, 2074, f. 61, 61b.

⁵ It has not been possible to trace the suggestion.

is mistaken, and that it was either an augmentation of an existing estate or a waiver of a forfeiture which a subtenant of the Holdens had incurred.

The second was dated March, 1301, and was a grant by Henry de Lacy, Earl of Lincoln, to Robert de Holden of all the land and tenements which Robert, son of Gilbert de Holden and Mordrimer (or Mordriver),¹ held of him in the town of Haslingden at a rent of nine shillings and one penny.² This seems to be either the confirmation of a previous charter or a regrant after forfeiture and may have related to the Holden estate or part of it. Broadholden has been suggested³ but this is doubtful; it may have had some connection with the land in the letters patent of the fourth of May, 28 Elizabeth (1586), which dealt with twenty-three acres two roods and thirty-six falls which were certainly not the Broadholden estate although part, but not all, of the land was situate there; a rent of nine shillings and one penny at the customary rate of fourpence an acre would mean about twenty-seven acres, which is not greatly different from the area in the letters patent after an interval of nearly three hundred years.⁴

The third, dated 32 Edward I (1303-4), was a grant by Henry de Lacy, Earl of Lincoln, to Robert de Holden of a plot of land in Broadhead⁵ which he had by the feoffment of Adam de Bold. The plot has been identified as Broadholden,⁶ but it is thought that this is clearly a mistake. Brodheved is not a natural way to spell Broadholden, and there is Broadhead in Edgworth only a short distance away, as shewn on the map, if the land was actually in the neighbourhood of Haslingden, though it is by no means necessary to assume that it was because the Holdens always had land elsewhere. Moreover, the land granted is not "Brodheved" but "in Brodheved" which seems more consistent with Broadhead in Edgworth than Broadholden in Haslingden.⁷ The grant, also, seems to be a confirmation of a grant by Adam de Bold and not necessarily a recent one. Adam, son and heir of Richard de Bold, proffered one hundred shillings for livery of four carucates in Bold and

¹ The exact wording in *Harl. MSS.*, 2074, f. 61, is "Robt fitz Gilbt de Holdene et Mordriver", which might be read as "Mordrimer". The text as published differs in some cases.

² *Sic* in *Harl. MSS.*, 2074, f. 61. Again the texts differ.

³ Whitaker, *Whalley*, II, 301; *Vict. Hist. Lancs.*, VI, 430; *Econ. Hist. Ross.*, 36.

⁴ *Clith. Ct R.*, III, 421; *Econ. Hist. Ross.*, 36, citing *Vict. Hist. Lancs.*, VI, 430; and Whitaker, *Whalley*, II, 301.

⁵ Or Brodliex according to some versions but it is clearly Brodheved in *Harl. MSS.*, 2074, f. 61.

⁶ *Clith. Ct R.*, III, 421; *Econ. Hist. Ross.*, 36, citing *Vict. Hist. Lancs.*, VI, 430; and Whitaker, *Whalley*, VI, 301.

⁷ It has not been overlooked that the land in the Elizabethan letters patent, or at least some of it, could be described as being "in Broadholden".

La Quike (or Lawycke) in 1212,¹ and he may have been the original feoffor. There is some confirmation of the identity of Brodheved with Broadhead in Edgworth in the payment of three shillings to Mary, widow of William de Bradschac, for her dower from her husband's freehold in "le Bradehevyd" made by the steward of Accrington in 1295-6, the item following one relating to Hoddlesden and the items relating to Haslingden being dealt with under that heading later in the account ;² Bradshaw lies about five miles due south of Broadhead.

The fourth, dated 1307, was a grant by Henry de Lacy, Earl of Lincoln, to Adam, son of Adam de Holden, of part of the waste of Tottington adjacent³ to Musbury Park fence at a rent of five shillings, but it does not, seemingly, relate to Haslingden, although there was a doubt as to the exact boundary of the township in this neighbourhood which appears to have been settled by the judgment of the Lancashire Palatine Court in (about) 1580 in an action *Gartside v. Cronkshaye* and others.⁴ It seems very probable that the land was in fact the piece called Bridgeholme or the other piece on the westerly side of the Ogden, which were included in the letters patent of King James referred to later.⁵ Both pieces were in Tottington originally, at least until Musbury Park was transferred from that manor to the manor of Accrington,⁶ and were almost certainly part of the waste.

The first extant reference to the Holden estate on the court rolls of the manor is the admittance of Ralph Holden on the second of January, 4 Edward VI (1550-1), on the death of his father, Gilbert Holden, to one hundred and thirty-two acres three roods under a fine of one pound ten shillings and to Holden Mill under a fine of five shillings,⁷ though there is an earlier reference to Holden mill. Apparently this mill, which Gilbert Holden had erected on his own land, was first licensed by the Duchy on the third of June, 38 Henry VIII (1546), and granted to Gilbert Holden as copyhold by the steward at the halmot court held on the first of January, 38 Henry VIII (1546-7), at a rent of five shillings,⁸ which the Holdens continued to pay until the freehold rents were lost to the lord of the manor by neglect of collection early in the nineteenth century or

¹ *Lancs. Pipe R.*, 242, 245.

² *De Lacy Comp.*, 2, 118.

³ In *De Lacy Comp.*, 191, it is "in 'apet ad" which is in the *Raines MSS.* but seems a miscopying or a misreading of the original. "Commencing at" seems to have been intended. *Harl. MSS.*, 2074, f. 61b, gives "incipet ad palii parci de Mosebury &c redd' . . ."

⁴ *Dy. Lancs. Depos.*, II, 23 Elizabeth 59. An apparent reference to this dispute in a modern title deed dated 2 July, 1828, stated that the land had been held to be in Haslingden. This seems to have been a blind copying from title deed to title deed without giving the words, or the facts to which they related, due consideration. (*Some Ewood Deeds*, 7.)

⁵ *Infra*, p. 40.

⁶ Whitaker, *Whalley*, I, 326, 316.

⁷ *Clith. Ct R.*, III, 161. It is numbered 10 on the map.

⁸ *Clith. Ct R.*, III, 139.

previously. The tenure of the mill was altered to freehold at the same rent of five shillings¹ by letters patent dated the second of August, 8 James I (1610),² when it and other mills in various counties were granted to Edward Ferrers and Francis Philips in fee simple, Holden mill being then in the occupation of Robert Holden at a yearly rent of five shillings.³ The grantees were obviously nominees to take the grant and save fees ;⁴ and it would seem that the transaction was effected to raise money for the crown, and possibly on the lines of the attack on the copyholds.⁵ Apparently the title to every acre of land in Haslingden, with the possible exception of Ewood (including Cockham), was questioned by the crown at one date or another. The title to the glebe was not questioned, but this was unnecessary because the crown had acquired it on the dissolution of Whalley abbey.

The fine on the admittance in 1550-1 was too little for some reason ; possibly the rent had been fixed at such an early date as to antedate the customary rate of fourpence a customary acre. Whatever may have been the reason for the small fine, too great a fine was charged when Ralph Holden surrendered the same land and twenty-four acres at Todd Hall on the seventeenth of June, 8 Elizabeth (1566), because it seems to be certain that Todd Hall was included in the earlier measurement of one hundred and thirty-two acres three roods. From that date the title to one hundred and eight acres three roods has been traced to the twentieth century, and, as late as 1750, was described as "one hundred and eight acres three roods".⁶

There are plans on a deed executed in the middle of the nineteenth century which shew, with great accuracy, the boundaries of the Holden Hall estate at that date. From these the boundaries of the estate have been shewn on the map in this work and it has already been mentioned how well the areas within these agree with the old measurements.⁷

Todd Hall, containing twenty-four customary acres, was surrendered on the third of May, 31 Henry VIII (1539), by Gilbert Holden to trustees for his younger son, Adam Holden, for life at yearly rents of eight shillings to the lord of the manor and fifteen shillings to Gilbert Holden himself,⁸ and the reversion was surrendered by Ralph Holden on the seventeenth of June, 8 Elizabeth (1566),⁹ to trustees for himself for life with remainder to his wife, Elizabeth (née Elston), for life with remainder to his son Robert ; but in fact Todd Hall seems to have remained the

¹ *Clith. Ct R.*, III, 423.

² *Pub. Rec. Off., Chancery Patent Roll*, 8 Jac. 1 (c. 66), Roll 1871, No. 6.

³ At some period there seem to have been two mills somewhere in the same neighbourhood, Holden mill, a corn mill, and Holden kiln, where bricks were burnt. The existence of the latter would seem to have been forgotten.

⁴ Or speculators.

⁵ *Econ. Hist. Ross.*, chapter V, p. 127 *et seq.*

⁶ *Clitheroe Court Roll* for Easter 1751.

⁷ *Ante* p. 28.

⁸ *Clith. Ct R.*, III, 99.

⁹ *Clith. Ct R.*, III, 259.

property of the younger line in whose favour Gilbert Holden settled it on the thirtieth of April, 31 Henry VIII (1539),¹ and never to have been reunited with Holden Hall before it finally passed away from the family in 1743.²

According to the rental in 1662³ Andrew Holden then paid a commons rent which, at sixpence an acre, would represent fifty-three customary acres, equal (if Cheshire measure) to one hundred and twelve acres and twenty perches in statute measure. The original twenty-four customary acres, if Lancashire, amount to forty-four acres two roods and twenty perches in statute measure. There is no documentary proof but, as previously stated,⁴ it is thought that the parcels numbered 8 on the map represent the Todd Hall estate as increased on the enclosure of the commons.

On the thirtieth of July, 1706, Ralph Holden of Holden filed a bill of complaint in the Lancashire Palatine Chancery Court⁵ claiming and

Short description.	A.	r.	f.	Rent at 4d.	Rent at 6d.
1. Holden Hall	108	3	0	£1 16s. 3d.	
2. Enclosures from High Moor	38	1	14		19s. 2d.
3. Sunnyfield, Swinehill, Dodge Meadow, Dodge Bank	64	0	0	£1 1s. 4d.	
4. Enclosure from High Moor	23	0	0		11s. 6d.
5. Dobson Place	15	0	0	5s. 0d.	
6. Enclosure from Slate Moor	12	1	18		6s. 2d.
7. Enclosure from Swineherd Law common	42	0	0		£1 1s. 0d.
8. Farm occupied by Baron	12	0	0		6s. 0d.
A total of	A.315	1	32	£3 2s. 7d.	£3 3s. 10d.

According to the deeds the areas of numbers 3 and 4 were sixty acres and twenty-three acres and a half respectively.

¹ Whitaker, *Whalley*, II, 305, although this seems inconsistent with the court rolls. But see the will of Andrew Holden (Chet. Soc. N.S., 3, 109) where settlements on younger sons are referred to.

² *Vict. Hist. Lancs.*, VI, 430. The possible ambiguity in the title to the Todd Hall estate has been referred to in the last footnote. The title to Duckworth Hall in Oswaldtwistle has not been investigated at all fully, but a cursory perusal of part of it shews that Ralph Holden of Holden sold it to Andrew Holden of Knaresborough in 1706. The right of Elizabeth Holden, née Elston, to the Waddington estate seems to have been questioned (*Clith. Ct R.*, III, 172, 173, 179) and there seem to have been long continued claims made to the Broadholden estate by the members of the Neville (or Boswell) family against the Holdens. The bases on which these rested is not clear, but perhaps they originated in settlements made on daughters for a limited period—actual or merely alleged—with subsequent reversion to the senior line. There is no trace of any such dispute in the case of Holden Hall, or the main Holden estate, possibly because these descended in strict course of primogeniture from the earliest times until they were properly and legitimately sold in the nineteenth and twentieth centuries.

³ *Clith. Ct R.*, III, 422.

⁴ *Ante* p. 30.

⁵ Pub. Rec. Off., reference P.L. 6, 81/108.

ERRATUM

Page 36, line 15: *delete* "and" at end of line; page 37, line 1: *insert* "and" at beginning of line.



stating that his father twenty-two years earlier had been seised of those properties in Haslingden—and the particulars agree with an abstract of the later title deeds—to which particulars of the appropriate customary rents at the rates of fourpence per customary acre of old holding and sixpence per customary acre of new enclosure have been added. In the rental of 1662¹ Ralph Holden is shewn as having paid an ancient rent of three pounds two shillings and sixpence three farthings, and the total rent for Holden post was three pounds fourteen shillings and tenpence three farthings.²

The grant of Queen Elizabeth on the fourth of May, 1586,³ has been mentioned. By this the queen granted twenty-three acres two roods and twenty-six falls in free and common socage as of the manor of East Greenwich at a rent of seven shillings and tenpence halfpenny to Robert Holden, alias Elston. The grant is enrolled amongst the records at the Public Record Office,⁴ and an extended copy of the enrolment is printed in appendix C.

The reason for the grant is not stated, but it was certainly a confirmation of the grantee's previous title because the lands were alleged to be

¹ *Clith. Ct R.*, III, 422.

² The rent can be proved in another way, namely:—

Holden Hall 132a. 3r. at 4d. an acre	£2	4s.	3d.
Sunnyfield 64a. at 4d. an acre	£1	1s.	4d.
Dobson Place 15a. at 4d. an acre		5s.	0d.
a total of	£3	10s.	7d.
Add 13a. 1r. of waste granted to Ralph Holden in 1557 (<i>Clith. Ct R.</i> , III, 195) and assured to Adam Holden (<i>Clith. Ct R.</i> , III, 196)		4s.	4d.
making a total of	£3	14s.	11d.
of which Todd Hall was assured to Adam Holden, 24a. at 4d. an acre	8s.	0d.	
Adam Holden assured to Robert Heigh 8a. at 4d. an acre (<i>Clith. Ct R.</i> , III, 249, 251 <i>bis</i>)		2s.	8d.
and kept the remainder 5a. at 4d. an acre	1s.	8d.	
making a total for Todd Hall of		9s.	8d.
and Ralph Holden retained land at a rent of	£3	2s.	6½d.
a total rent as shewn in the rental of 1662			
(<i>Clith. Ct R.</i> , III, 422) of	£3	14s.	10¾d.

the whole of which was collected under Holden post, although Sunnyfield was situate in Church post and Dobson Place in Town post as the map clearly shews.

³ *Clith. Ct R.*, III, 421.

⁴ *Duchy of Lancaster. Miscellaneous Books* (D.L. 40) No. 46, f. 259d–261d.

concealed.¹ If it is correct that the lands were those, or part of those, granted by Henry de Lacy in 1301 (or in 1303-4), it would be difficult for Robert Holden to prove his title even if the original grant were forthcoming, and he would be well advised to compromise with the crown as apparently he did although the terms are not stated. Why the claim should have been put forward then does not appear, but Robert Holden may have been hampered by his possible illegitimacy, though this is not alleged in the records.² It is by no means certain that Robert Holden had any personal interest in these lands, which seem to have been intermixed, partially, if not wholly, with the Broadholden estate and therefore to have been Neville property for many years. The better view seems to be that the land was scattered over the Broadholden and Rothwell estates, which are numbered 28 and 27 on the map, and to have been (partly at least) situated at or near the points with the grid references of 7623/4505 and 7522/7060. The identity of the land has been entirely lost, but there is a great similarity between the tenants in 1586 and the quit rent payers in 1662.

1586	1662	1662
		s. d.
John Heape	John Heape	1 10 $\frac{2}{3}$
Christopher Hargreaves	Christopher Hargreaves	1 9 $\frac{2}{3}$
Henry Hargreaves	Henry Hargreaves	10
Richard Hargreaves		
George Hargreaves		
Edward Heape	Edmund Heape	1 3 $\frac{1}{2}$
	Lawrence Heape	4
	James Heape Senior	4
	John Rothwell Junior	7
John Rothwell		
Adam Rothwell		
George Duxbury		
James Rothwell		
Richard Rothwell	Richard Rothwell	8
William Rothwell		
	Oliver Ormerod	2
		<hr/>
		7s. 10 $\frac{1}{2}$ d.

It will be seen that there were nine payers in the later year, but at some later date there must have been some consolidation, because on the twenty-third of October, 1860, the representatives of Thomas Hutchinson, as holders of part of a very considerable estate, which included much, if not all, of the land of the old Broadholden estate, owned eleven acres and twenty-four perches of the land, which were stated to be intermixed with copyhold land so as not to be identifiable but to have previously been

¹ *Vict. Hist. Lancs.*, VI, 431 and n. 60; Special Commission 353 is enrolled at Pub. Rec. Off., D.L. Special Commissions (D.L. 44), No. 353.

² Cf. *Clith. Ct R.*, III, 258, 259; *Vict. Hist. Lancs.*, VI, 429.

described partly as three fields containing five acres and three roods and partly as one field containing five acres one rood and twenty-four perches. The whole estate was at that date sold to John Maden, whose representatives subsequently (partly on the eighth day of February, 1884, but mainly on the ninth day of October, 1899) sold it to the Bury Corporation (now the Irwell Valley Water Board) under compulsory powers of acquisition for the purpose of protecting the gathering ground of the corporation against pollution. On this occasion (1899) the freehold portion was stated to contain eighteen statute acres, repeating in somewhat more definite terms what had been mentioned in the conveyance to John Maden when he bought in 1860,¹ so that the conversion had been effected, rightly or probably wrongly, on the assumption that the customary measure used was after the rate of seven yards to the rod. These acres were stated to be at or near Heap Clough and part of the Broadholden estate, and they are certain to have been part of the land granted by the letters patent of Queen Elizabeth. The single field which contained five acres one rood and twenty-four perches might be, and probably was, that for which Christopher Hargreaves paid a rent of one shilling and ninepence halfpenny in 1662,² for the rent would be correct ; but the three fields containing five acres and three roods, which had formerly been the inheritance of John Cunliffe of Heap Clough, could be either the land for which John Heape paid one shilling and tenpence halfpenny or that for which Edmund Heape, Lawrence Heape, and James Heape between them paid one shilling and elevenpence halfpenny at that date. The land which the representatives of Thomas Hutchinson sold to John Maden comprised several parcels which have not been separately shown on the map, and the remaining land acquired by the Bury Corporation or the Irwell Valley Water Board has included all, or nearly all, of the parcels numbered 26, 27, 28 and 29 on the map. No useful purpose would be served by sub-dividing these but all the conveyances are enrolled on the court rolls and there is a general deed of enfranchisement, with a very detailed plan endorsed shewing each separate acquisition,³ which would serve as an index to each holding. It seems to be impossible to identify the holdings of 1662 with the modern tenements, so that there would seem to have been numberless rearrangements of the boundaries, although it is probable that before the public acquisition much of the land was still held by the descendants of the seventeenth-century owners. A perusal of the conveyances to the Bury Corporation and to the Bury and District Joint Water Board on the rolls has failed to reveal any

¹ Thomas Hutchinson had purchased the freehold in 1811 but it is not known what was stated in the deeds on that occasion. A print of the particulars and conditions of sale used at the auction in 1857 which resulted in the purchase by John Maden is at Lancs. Rec. Off. under reference DDX, 118.

² Probably grid 7623/4502.

³ *Cliitheroe Court Rolls*, FI, 170.

freehold land in addition to that acquired from the representatives of John Maden and two acres one rood at Calf Hey farm, so that only thirteen acres one rood and twenty-four perches of the twenty-three acres two roods and twenty-six falls are accounted for. The explanation may be that, the area of the freehold being small in most cases and its descent from father to son not being evidenced by any title deed, its existence was forgotten and it was taken as being part of the copyhold land which was in the same ownership and was evidenced by the court rolls and the court copies of these in the possession of the owners. Thus the freehold land degenerated in practice to copyhold, whatever may have been the position in law. This actually occurred in connection with Calf Hey farm which belonged to Baxter Roscow who died in 1840 having devised it to four persons. Two of these sold their two fourth shares to the other two in 1849 when the transaction was effectuated by surrender only. It was later discovered that part was freehold; and on the twenty-first of March, 1866, a further conveyance was completed in which it was recited that at the date of the signing and passing of the surrender in 1849 it was believed that the whole of the real estate of the deceased known by the name of the Calf Hey farm was copyhold and was comprised in and passed by the surrender but it had since been discovered that the lands conveyed by the deed, which formed part thereof, were freehold. Confusion would be easy because the description of the copyhold was

All that one messuage, nine cottages, engine house, boiler house, and other buildings and certain closes or parcels of land called or known by the several names of the Little Meadow, the Calf Hey, the Meadow below the House, the Higher Mizzy Field, the Lower Mizzy Field, the Holme and the Old Meadows within Ogden as the same was then divided into three closes and the Ogden Meadow

with two acres of common and turbary on the High Moor and "forty falls of land in the High Graystone" and that of the freehold was

All those several closes, closures, and parcels of land or ground situate, lying, and being in Haslingden Grane aforesaid commonly called and known by the several names of the Little Holme, the Lower Mizzy Field, and part of the Higher Mizzy Field containing by estimation two acres and one rood of land or ground or thereabouts be the same more or less.

The number of the persons by whom the quit rents were paid and the fact that they all paid copyhold rents as well almost conclusively suggest a number of scattered holdings; and it is tempting to identify the land with that in the grant to Adam de Holden in 1272.

Another grant was made by King James on the twelfth of February, 11 James I (1614),¹ but there is a serious mistake as to this in the work

¹ *Clith. Ct R.*, III, 421.

cited. At first the officials at the Public Record Office could not trace the enrolment but ultimately they found it,¹ and this shews that the area was eighty-nine acres and a half and thirty falls instead of eight or nine and a half acres and forty falls as printed. An extension of the enrolment is printed in appendix D. The letters patent describe the land largely by tenancy without metes and bounds, but in one case the bounds are given and an abstract of title was in existence recently (it may still be) which traced the title to these eleven acres one rood and sixteen falls from the letters patent to the present day. Extracts from this (made from notes and not from the original) appear in appendix E. According to the ordnance survey the area is *about* twenty statute acres, while in a lease in 1557 the area is given as eight acres,² which would be in customary measure and equal to about seventeen statute acres.

One boundary of this particular portion was "abutting on customary land of Robert Gregory". Before the letters patent were examined a small estate at Gregory Fold³ had been treated as copyhold, although the steward of the manor placed the greater portion of it as freehold on his estate plan;⁴ this land formerly belonged to a family named Gregory. If this is indeed the "customary land of Robert Gregory" referred to there are difficulties in the letters patent, because the area of the land described is much less than the area stated. Moreover, there are more tenants named than the area would seem to justify. These difficulties would entirely disappear if Robert Gregory was at that date the owner of the Deansgrove estate⁵ as well. It is only a small point and of no great importance, since it seems certain that either the bounds given are not completely accurate or Robert Gregory owned two estates. It is believed that there is no mistake in the land shewn on the map as being that in the letters patent, and that the letters patent, court rolls and map based on the latter are in agreement and support its accuracy. The title to the greater portion of the land shewn on the map as being that granted and numbered 11 has been traced back to the seventeenth century, but only in the one case actually and definitely to the letters patent. Copies of three old deeds are printed in appendix F. One of these relates to fields called Blackfields⁶ the identity of which is beyond question; another relates to land in the neighbourhood of Knoll Gap;⁷ and the third relates to land near Turfcote to the north of Causeway

¹ D.L. Records. North Auditor's Books of Leases, Patents, etc., 9 James I to 13 Charles I, f. 5. *Miscellaneous Books (Duchy of Lancaster)*, vol. 52.

² *Clith. Ct R.*, III, 197.

³ Grid 7821/3060, and numbered 21 on the map.

⁴ The plans are coloured ordnance survey sheets and later corrections they bear shew that the original information was sometimes incorrect.

⁵ Grid 7822/5045, and numbered 17 on the map.

⁶ Grid 7822/0595.

⁷ Grid 7822/4035.

Head.¹ In the second and third cases the neighbourhood in which the land was situated is certain, though the exact boundaries may not be as definite as they are in the first ; both relate to land outside the boundaries described in the letters if the customary estate of Robert Gregory was entirely at Gregory Fold, but in the third case it is stated that the land had belonged to Robert Holden, which is only consistent with its having been in fact granted by the letters. The rent has long since ceased to be paid.²

The total area granted by the letters patent was about ninety acres, and if these were in Lancashire measure they would represent about one hundred and sixty-seven statute acres. The area shewn on the map as being that granted and numbered 11 has been estimated by a surveyor to measure about one hundred and seventy statute acres.

The De Lacy Inquisition of 1311³ mentions three freehold estates in Haslingden ; namely Sir Robert de Holand for a plat of land called the Ewod, yearly five shillings ; Robert de Holdene for forty acres of land, thirteen shillings and one penny halfpenny ; and Adam de Holdene for sixty acres of land, two shillings. The identity of the first is clear and it will be dealt with later.⁴ It was been suggested⁵ that the other two were the Holden Hall estate and the Broadholden estate, but no authority has been given. It is difficult to question, or contradict, a statement when neither the reason nor the authority on which it is based is given or can be considered, but it is suggested that these identifications are quite wrong, and that it is more likely that the land referred to is either the whole or part of the land comprised in the two letters patent or one of them, one of which contains a sufficient acreage to cover both estates even if the measure used were Lancashire. One version of the grant of 1301 gives the render as two shillings, but the other version, *i.e.*, that in the *Harleian MSS.*, gives nine shillings and one penny ; the letters patent of 1586 reserve a rent of seven shillings and tenpence halfpenny.

In this case, too, the necessity for the letters patent was an attack on the title, but the proceedings seem to have been very dilatory and to have dragged on for some reason which is not apparent. The attack began at about the same time as the other. It was in 1584 that the

¹ Grid 7822/2510. What was the causeway from which Causeway Head derived its name ?

² It has been stated on reliable authority that the Clitheroe rental was in a very bad state early in the nineteenth century and that Dixon Robinson, when he was first appointed steward, had a difficult task in reconstructing it and attempting to put it in order (*cf.* evidence of John Woodcock before the House of Lords Committee, questions 2324, 2325). It would be impossible to recover a rent for freeholds which had gone out of collection for years.

³ *Lancs. Inq.*, II, 2 *et seq.* at p. 9 ; *De Lacy Inq.*, 1 *et seq.* at p. 13.

⁴ Chapter 6, p. 51, and *Some Ewood Deeds.*

⁵ Whitaker, *Whalley*, II, 301 ; *Vict. Hist. Lancs.*, VI, 430 ; *Econ. Hist. Ross.*, 36.

special commission to enquire about "concealed land" was issued,¹ but it was not until 1614, *i.e.*, thirty years later, that the matter was compromised by Robert Holden paying seven pounds ten shillings for the confirmation. Possibly the crown lawyers recognized that their case was weak and that Robert Holden had a stronger case and was more determined to maintain it. The latter would find support in the de Lacy inquisition if that were known to either party, or both, at the time. It must have been generally realized that there was freehold land in Haslingden, because, so far as is known, the tenure of the Ewood estate, including the Cockham sub-infendation, was never attacked and was apparently admitted. Perhaps the financial necessities of the new king caused the claim to be pressed more resolutely and to greater lengths than those to which his predecessor was prepared to go, and so a compromise was made. As has been said of later actions of Charles I between 1628 and 1640, "It was true, however, that legal evidence of ownership was easily lost, especially in times of civil war, and that no length of possession need be accepted as valid proof against a claim of the king's",² so that the compromise was probably a piece of good policy. There is one peculiar thing about this land. At the halmot court held on the sixteenth of November, 4 and 5 Philip and Mary (1557), Ralph Holden surrendered a house and eight acres of land with common of pasture in Haslingden on the east side of "Ugden fote up to the flax mosse", called the Longshote hyle in the tenure of Oliver Holden, to the use of Oliver and John Holden his son for fifty-nine years, rendering four shillings yearly to Ralph and his heirs and admittance was granted under a fine of sixteen pence.³ It will be noticed that the fine was at half the usual rate, probably because it was a lease and not an alienation of the whole estate; it is, however, beyond question that the land is that first described in the letters patent to King James, so that there is enrolled on the court rolls a lease by surrender of freehold land to which the lessor had never been admitted. The matter does not end there, because for some reason the lease had apparently been delayed. At the halmot court one year earlier on the ninth of October, 3 and 4 Philip and Mary (1556), there are other leases of a similar character but for sixty years from the twenty-second of January following, so that in all there were the following lettings: ⁴

Oliver Holden and John Holden	8 acres
Ralph Barnes Isabel Barnes and William Barnes	21 acres
Richard Cronckshay	16 acres
George Hargreaves	16 acres
Christopher Cronckshay	12 acres
Altogether there were let	<u>73 acres</u>

¹ *Vict. Hist. Lancs.*, VI, 431; Special Commission 360 is enrolled at Pub. Rec. Off., D.L. Special Commissions (D.L. 44), No. 360.

² Adams, *Const. Hist. of Eng.*, 299.

³ *Clith. Ct R.*, III, 197.

⁴ *Clith. Ct R.*, III, 189, 190.

and in every case the fine is at the rate of twopence an acre. The letters patent were granted fifty-eight years after the leases, so that the original tenants could not be expected to be alive ; but in three of the five cases the tenants in 1614 have the same surnames, namely Oliver Holden, Gilbert Holden, and Isobel Hargreaves, widow, and Gregory Barnes. There can be little doubt that these seventy-three acres are in fact part of the eighty-nine acres and a half granted by the letters patent. At the same court, but entered on the court rolls at the next,¹ there was another lease of sixteen acres to Giles Whittaker, Joan Hoyle, wife of Edward Hoyle, and her two children, John and Joan, for their lives ; and if these sixteen acres are added to the seventy-three, there is a practical identity of area.

There is another peculiarity which is probably unique. The land in these leases is stated to be "parcel of the lordship of Holden", and it would be interesting to know whether there is, or ever has been, another manor, in which a tenant's estate of copyhold land has been described as a lordship. Moreover the terminology is probably that of the steward, because at that date it is unlikely that the entries on the rolls were prepared by anyone except the steward of the manor or his clerk, so that the "lordship", whatever it was, would be a well-known and recognized description of the place. It may have been used for the whole Holden estate, both freehold and copyhold, but it seems more likely that it related to the freehold, that is the Holden Vale, and it affords some confirmation of the suggestion that that was an important part of it. That, too, may have been the manor which was conveyed as such in 1411 and was supposed to have degenerated later into copyhold.² So far as is known these are the only occasions when the term was used on the rolls.

The fact that this land is, and has been, freehold and is surrounded by copyhold has helped in its accurate delimitation, and, indeed, the freehold boundaries were ascertained and marked before this book was even thought of. It then appeared that there were some small areas of freehold land on the right bank of the Ogden opposite to the main area and outside the old township boundary. By the letters patent there were granted a parcel of land called Bridgholme, and another parcel of land on the westerly side of the Ogden and between that river and Musbury Park. Part of Helmshore is known as Bridge End but has no definite boundaries. In that neighbourhood where there is in fact a bridge, or bridges, over the Ogden, there is one of the small tracts of freehold land³ which agrees with the description in the letters patent and seems clearly to be the land called Bridgholme.⁴ There is also a strip of freehold land

¹ *Cliith. Ct R.*, III, 196.

² *Vict. Hist. Lancs*, VI, 429 ; Whitaker, *Whalley*, II, 304.

³ Grid 7821/1510 and numbered 30 on the map.

⁴ In 1951 the author was asked to explain why two of a block of three cottages in one ownership should, before 1925, have been conveyed as freehold and the third

along the right bank of the Ogden above that land, which answers well for the second parcel.¹ The description in the de Lacy grant of 1307 is by no means clear, but these two pieces of land seem to answer perfectly to the land in both the letters patent and the grant. Both parcels were originally in the manor of Tottington, and probably part of the waste, and one, if not both, is in the Trippett of Ogden. It is impossible to say whether they were, or either of them was, transferred to the Manor of Accrington when Musbury Park was, but it seems unlikely since they were both of freehold tenure. They lie between Musbury Park fence and Haslingden township.

At one time it was thought that the whole of the Holden estate would be easy to delimitate, but that part of it which was originally the property of Robert Waddington has proved to be the most difficult of all. The boundary of the Sunnyfield portion, as it existed from the first half of the eighteenth century until the middle of the nineteenth, is clearly shewn by plans on modern title deeds. It is, however, difficult to say what portion represents the old estate and what the additions resulting from the enclosure of the commons, and the total area of the estate in the early nineteenth century seems to be less than the old measurements require. At the same time, the fact that it lies between the Todd Hall and Dearden Place estates precludes any addition being made to it, except to the east of the church in an area where there is no tradition of the land ever having been part of the estate. It is clear, however, that Dobson Place was in this neighbourhood and that was definitely part of the Waddington estate.² The Clitheroe court rolls have been searched from 1660 to 1834 and the method by which they are indexed is such as to make it reasonably certain that there were no surrenders away of any portion which have escaped notice. Acquisitions of additional land are most unlikely and they were not looked for particularly, but it is thought that there were only the two which are known.

That part of the estate which lay in the Church and Town posts contained about eighty customary acres. To this Hugh Ryshton was admitted on the seventeenth of March, 4 Henry VIII (1512-3), on the death of Ralph Ryshton of Antley, and on the second of May, 13 Henry VIII (1521), he surrendered the land to Robert Waddington, whose grand-daughter, Elizabeth Elston, then wife of Ralph Holden, on

should have been surrendered as copyhold. It was found that the party wall between the two properties was on the line of the fence erected round Musbury Park by the Earl of Lincoln in 1304-5 (*De Lacy Comp.*, 115, 185), so that one cottage was within the bounds of the Park and therefore copyhold of the manor of Accrington New Hold but the other two were outside the Park and on the land in De Lacy's charter of 1307. The boundaries and tenure of two properties of small area and little value had remained consistent for over six hundred years.

¹ Numbered 29 on the map.

² *Clith. Ct R.*, III, 19, 38, 99, 122, 172, 179, 258 and 259.

the seventeenth of June, 8 Elizabeth (1566), settled the property on her eldest son, Robert Holden. This settlement included the whole of the eighty acres with an additional eight acres "encroached from the pasture of Haslingden".¹ It is not clear from the court rolls by which family, Rishton or Waddington, the land was originally owned, but neither seems to have had any prolonged connection with Haslingden. The Rishton pedigrees do not shew marriages at a date as early as the fifteenth century² and there is no Waddington pedigree, so that their marriages are unknown. It is not impossible for the owner of an estate at Antley, Accrington, to have had another at Haslingden, but the estate may have been held merely by trustees for the Waddingtons. The land may have been originally part of the Holden estate and given away on the marriage of a daughter with a Rishton, or a Waddington, and there is some support for this from the fact that "George, son of Robert Waddington, in or before 1439 married Alice, the daughter of Christopher Holden".³ There was a John de Wadyngton at Haslingden in 3 Henry VI (1424-5), when he was a juror, and on the twenty-fourth of September, 4 Henry VI (1425), he paid a fine of fourpence for eight acres of land there.⁴ At the same date Thomas de Holden who is not named in the Holden pedigree paid a fine for forty-nine acres of land there.

The parcels numbered 4A, 4B and 4C on the map shew the Waddington estate as it existed in the middle of the nineteenth century and are correct.⁵ But on the thirteenth of August, 1764,⁶ Ralph Holden and his mortgagees had sold some closes called the Long Meadow, the Rough Meadow, the two Great Carrs, and the two Little Carrs to Hugh Hayhurst and Richard Hoyle for three hundred and five pounds. These are numbered 4D on the map and are correct. At the same time, the thirteenth of August, 1764, the same persons sold to John Hoyle⁷ for one hundred and ninety pounds three messuages or dwellinghouses with yard and backside lately occupied by John Willen, Benjamin Boothman, and Francis Woods but then by Abraham Haworth, Benjamin Boothman, and Francis Woods and three other cottages or dwellinghouses lately occupied by John Aspinall, John Dearden, and Thomas Barns but then by John Lonsdale, Thomas Barns, and William Kay, and also a stable occupied by Benjamin

¹ *Clith. Ct R.*, III, 19, 38, 99, 122, 172, 179, 258 and 259.

² Whitaker, *Whalley*, II, 297, 298, 299, 300. *Chet. Soc.*, O.S., LXXXI, LXXXII, LXXXIV, LXXXV, LXXXVIII, XCVIII, CX.

³ *Vict. Hist. Lancs.*, VI, 429, n. 28.

⁴ *Clith. Ct R.*, III, 1, 2, 3. Were these eight acres those encroached?

⁵ On 12 November 1828 John Greenwood acquired from William Boys and others (*Clitheroe Court Rolls*, CR, 24) four acres and eighteen perches called Higher Carr Meadow (grid 7824/6030). This acquisition was probably the result of turnpike severance and has been ignored as not being relevant to this book; the land has been left outside the Holden estate and included in the Carterplace estate of which it must originally have been part.

⁶ *Clitheroe Court Rolls*, I, 204.

⁷ *Clitheroe Court Rolls*, I, 203.

Boothman and a garden occupied by Jane Teasdale all in the town of Haslingden and formerly called the Poorhouses. On the eighth of January, 1774, Robert Holden and his mortgagees sold to James Bilsborrow¹ for eight hundred and ninety pounds (a) a messuage or dwellinghouse and out-buildings situate in the town of Haslingden, (b) several closes of land thereto belonging called the Croft, the Meadow, and the Two Acre Field or Bank (then in three closes) containing by estimation seven acres of the measure there used, (c) the cottages or dwellinghouse, smithy, and waste land thereto belonging situate in the Lower Lane in Haslingden and in the possession of James Bilsborrow as tenant or assignee of Ralph Dearden, the tenant, (d) a cottage or dwellinghouse and barn adjoining the above messuage or dwellinghouse and occupied by James Bilsborrow, (e) a cottage or dwellinghouse and barn adjoining called the cottage and barn at Slate situate on the south-east side of and adjoining to the outhousing so demised to Ralph Dearden and (f) cottages or dwellinghouses situate at Cockerill Fold occupied by Elizabeth Howarth, widow, at a yearly rent and boons out of which rent four pounds was to be paid to James Bilsborrow and in boons "one hound spaniel or other dog and one gamecock kept yearly gratis during the said term of years then to come".² And on the same eighth of June, 1774, the same persons sold to Lawrence Duckworth³ for two hundred and sixty pounds two cottages or dwellinghouses in the town of Haslingden called Stockhouse, Watchhouse and smithy and two closes called Slatefield and Park containing by estimation three acres two roods of the measure there used. From surrenders made when John Teasdale sold a number of houses in Haslingden in 1874 it is clear that some of the property which Robert Holden sold in 1764 and 1774 lay between Lower Lane on the west and High Street and Hudrake on the east, and probably the "Poorhouses" were on the triangle bounded on two sides by Lower Lane and High Street. The parcels numbered 4A, 4B, 4D and 26 on the map are clearly part of the Waddington estate as increased by the enclosures from the commons and probably the parcel numbered 4E was also; they apparently include the whole with the exception of the enclosures from the Slate common and Dobson Place. The area of these five parcels is about two hundred and thirty-six statute acres and agrees very closely with the old measurements. The estate originally contained eighty customary acres, of which Dobson Place accounted for fifteen,⁴ leaving sixty-five (or sixty-four or even sixty for the figures are not consistent) for Sunnyfield, which (if Lancashire) is equivalent to at least one

¹ *Clitheroe Court Rolls*, M, 515.

² This is not clear but, seemingly, there was a lease by Robert Holden at a rent and boons and part of the property leased was sold and the rent and boons divided between vendor and purchaser for the future. Compare the lease of Holden Mill in appendix L.

³ *Clitheroe Court Rolls*, M, 517.

⁴ Did Dobson Place measure twenty acres, see *post* p. 48.

hundred and eleven statute acres. The enclosures from the commons were sixty-five customary acres, which if Cheshire are equivalent to one hundred and thirty-seven statute acres. Thus there are two hundred and thirty-six acres for two hundred and forty-eight ; the acquisition of eight customary acres by earlier enclosure has been disregarded ; it may have been a disturbing factor in the early calculations. The old measurements of Sunnyfield are not consistent, and it may be that there are errors therein which cannot now be detected. It is certain however that the land shewn as part of the Sunnyfield properties was in fact part of the Holden estate and that is the most important fact. It seems probable that the parcels numbered 4B, 4D and 4E are the original estate and that the parcels numbered 4A and 26 are the enclosures from the High Moor.¹

In addition there were the enclosures from the Slate common. It seems clear that this common included all the land in the old township lying to the east of the ancient highway and north of Higher Lane. The area originally granted to this estate on the enclosure was eleven acres three roods and thirty falls in customary measure,² but on the eighth of June, 1774, Robert Holden and his mortgagees had, as already mentioned, sold to Lawrence Duckworth and James Bilsborrow certain closes called the Slatefield and Park and Two Acre Field or Bank,³ and had subsequently acquired on the nineteenth of February, 1833, from John Townsend, Charles Woods and Yates Bilsborrow certain closes of land (formerly in three closes) called the Two Acre Field or Bank containing two Cheshire acres. This prevents the original allotment being ascertained, but the parcel numbered 4C on the map was held in 1853 and certainly represents the adjusted area of the Slate common which the estate had obtained and kept. The area of this is about twenty statute acres. The parcels numbered 4F and 4G on the map, also, were probably acquired on the enclosure and included in one of the sales.

There remains Dobson Place stated to contain fifteen customary acres but possibly containing more and even as much as twenty customary acres, the last equal (mathematically) to thirty-seven statute acres and thirty perches if Lancashire, or forty-two statute acres one rood and ten perches if Cheshire. The parcel numbered 5 on the map contains about forty statute acres and represents a conjectural reconstitution of this property. It seems a reasonable assumption that it would adjoin—at any rate to some extent—to the remainder of the estate ; but the thirteen acres and one rood which Ralph Holden took in 1557 and surrendered to Adam Holden at the same date⁴ may have been an addition to the original Dobson place. One difficulty causing some uncertainty is that on the first of May, 1746, Godfrey Wentworth, of

¹ *Clith. Ct R.*, III, 19, 38, 99, 122, 172, 179, 195, 258 and 259.

² *Econ. Hist. Ross.*, 250.

³ *Clitheroe Court Rolls*, M, 517, 515.

⁴ *Clith. Ct R.*, III, 195, 196 ; *Econ. Hist. Ross.*, 53 ; see p. 37.

Woolley, Yorkshire, and at his request George Holden, of Haslingden, gentleman, surrendered a dwellinghouse in Haslingden called the Crown Inn¹ with barn adjoining and "two several closes of meadow ground lying contiguous and adjoining to the said dwellinghouse on the back or north side of the same called by the name of Dobson Meadows" containing two acres and two cottages "adjoining to the said meadows on the south-east side of the same and fronting a piece of waste ground called the Green". This suggests that part of Dobson Place had been disposed of at an earlier date by one of the Holdens. It would probably be a single unit and not a bundle of separate parcels. The leases and surrenders on the court rolls shew that part of it was let on the nineteenth of November, 1750, to James Cockerill² and apparently in consequence became known as Cockerill Fold, which certainly included land between Lower Lane and Hudrake. To-day there is a Cockerill Street in the Sheep Green area,³ which seems to indicate that the land there had been part of Dobson Place. Marsden Square was stated in a surrender dated the seventeenth of October, 1796,⁴ to have been laid out in Dobson's meadow; and at about the same date a very small piece of land with the building thereon was described as being part of Dobson's Place. It is not certain precisely where this last property was, but it undoubtedly lay within a distance of less than one hundred yards from the Town Green and to the east of the ancient highway.⁵ The present courthouse⁶ is also on Dobson's meadow.⁷ It is a reasonable assumption that the parcel, numbered 5 on the map, does represent, more or less accurately, the land formerly known as Dobson Place.

It might be suggested that this land formed part of the Slate common, but this seems not to have been the case. The area of the four parcels numbered 3, 4C, 4F and 4G on the map is about one hundred and thirty-five statute acres. Dr Tupling has given a list of the enclosures from the Slate common⁸ which, if added up, amount to sixty-three acres three roods in customary measure, with an additional three acres two roods and twenty perches taken from three commons, without specifying how much from each. Sixty-four customary acres, Cheshire, are the equivalent of one hundred and thirty-five acres one rood and twenty-four perches in statute measure, which is sufficiently close to confirm the suggested identification of the bounds of the common before its enclosure; they are all either township boundary, the ancient highway, or another old road, leading off Higher Lane about three hundred yards from Hud Rake⁹

¹ This inn is quite forgotten and its whereabouts are unknown.

² *Clitheroe Court Rolls*, E, 235.

³ From grid 7823/812485 to 7823/800535.

⁴ *Clitheroe Court Rolls*, X, 607.

⁵ The modern Church Street and Lower Lane.

⁶ Grid 7823/700440.

⁷ See *post* p. 78.

⁸ *Econ. Hist. Ross.*, 250.

⁹ Grid 7823/8592.

along the south-west of Slate Quarries to the end of Cribden End Lane, which leads to Crawshaw Booth, and to the end of Laund Lane, which leads to Rawtenstall. The road from Spout House to Kirk Hill Road ¹ is modern but the road from Laund Lane to Kirk Hill Tollhouse ² is old. From this tollhouse to the town there are two roads by way of Rock Hall (Rock Hall Road) and by way of Pit Heads (Rake Foot).³ The trustees of the Haslingden and Todmorden turnpike road were authorized by their act of 1789 to erect a tollhouse at the four road ends at Kirkhill, so that the four roads, which can only have been the road from Laund Lane (the author knows this was impassable for vehicles in 1890 or earlier), Kirk Hill Road, Rock Hall Road, and Rake Foot, must all have existed before 1789. The trustees were also authorized to place a gate across the road leading to Sheep Green, which is that of which the lower portion is called Rake Foot. It has, therefore, been assumed that, whenever it may have been made, the Rock Hall Road intersected the Dobson Place estate and that the land lying to the south-west of the road from Higher Lane and Cribden End Lane was not part of the Slate common.

That portion of parcel 5 which lies between Rock Hall Road and Rakefoot contains about twenty-eight statute acres and might therefore represent the thirteen acres one rood which Ralph Holden took in 1557 with or without the three acres and a half which Adam Holden took at the same time.⁴ If these were measured in Lancashire measure they represent about twenty-four statute acres and a half and six statute acres and a half respectively.

¹ Grid 7923/3744 to 7923/2642.

³ Grid 7823/9731 and 7823/9742.

² Grid 7923/3151 to 7923/1240.

⁴ *Clith. Ct R.*, III, 195, 196.

CHAPTER SIX

OTHER ESTATES

(A) EWOOD

IN *Some Ewood Deeds* published in 1931 an account of this estate with a plan and an abstract of the title deeds have been given. The lapse of twenty years has not suggested that any modification of the account is needed, but some of the suggestions then tentatively put forward have been found to be correct ; in particular it is now known that the Elizabethan and Jacobean letters patent were the result of the tenure being disputed by the crown.¹ Neither is there any reason to doubt the accuracy of the plan then published and a very slight alteration now made in the extreme north-easterly corner proves that the boundary of the freehold has been carefully maintained ; but there may be rather more in the suggestion that the closes marked A on that plan ² might be an addition.³ It seemed impossible that, when the commons were enclosed and granted as copyhold, any portion should be granted as freehold, particularly when the royal mandate was addressed to the steward of the manor. In the case of the glebe, however, it seems to be clear that this was in fact done ; it might be the same in the case of this estate, although it still appears to have been unlikely. The area of the two closes is between fifteen and sixteen statute acres.

The area of the Ewood demesne, numbered 25 on the map, was one hundred and twenty-two statute acres, and that of the Cockham demesne, numbered 24 on the map, was one hundred and fifty-two statute acres,⁴ or about one hundred and thirty-six statute acres if the two closes be deducted. After the deduction the total area would be two hundred and fifty-eight statute acres, or exactly two carucates of one hundred and twenty-eight acres each.⁵ The render should have been five shillings and fourpence, not five shillings, namely four ores of pence at the rate of sixteen pence per ora. One of these carucates was subinfeudated to the Holdens, but their render of twenty pence in 1570-1 was too little unless they had previously parted with some of the land.⁶ Ultimately the land

¹ *Some Ewood Deeds*, 8.

² Grid 7821/93.

³ *Some Ewood Deeds*, 6.

⁴ *Some Ewood Deeds*, 6. These were calculated by a surveyor.

⁵ The difference of two acres can be disregarded and may have arisen in calculation. By planimeter the estate with the two closes had about two hundred and seventy-four acres.

⁶ Inquisition on death of Ralph Holden, *Towneley MSS.*, XXXVII (Chet. Libr 33679), H., p. 563, s. 368.

was certainly subdivided, because the Haslingden, Rawtenstall and Bacup Outfall Sewerage Board acquired the sewage works from more than one owner,¹ and this subdivision must have commenced soon after 1570, if not before, because in 1617 fourteen acres were held by Ralph Holden at a rent of fourpence three farthings.² One portion, Lower Cockham Farm, was acquired by a member of the Hey family—which is still represented in the town—and in 1564 Adam Holden surrendered eight acres in Hoorestone Slack in Haslingden to Robert Heigh of Haslingden, who in the following year, being then of Cockham, surrendered the land—indirectly—to Robert Hey of Cockham. This seems to suggest that Robert Hey acquired Lower Cockham farm in that year and died shortly after, having put his land in the names of trustees for his son of the same name.³

It has been said that the story of the estate is very obscure, but that the Andertons seem to have had an interest at Ewood in the fifteenth century.⁴ It is true that the story is obscure, but does not the difficulty to-day arise from the failure to recognize that the obscurity was existent at the time, *i.e.*, in the fifteenth century, and that it may have been largely due to the inability of non-residents to recognize and identify correctly the various properties in the town? The fray in 1517⁵ does not suggest that the Andertons had any estate in Ewood, but is more suggestive of cattle raiding. It seems, too, that it may be, and probably is, incorrect to say that Oliver and James Anderton were tenants in Haslingden in 1443.⁶ There is reason for thinking that the first eleven of the tenants named under Haslyngden in the list of persons who attorned tenant to the king in that year⁷ were tenants of land in Haslingden, but, whether there is a mistake in the original or in the transcription or not, many, nay most, of the names were not; the better view seems to be that the twelfth—Oliver de Anderton—and later names were tenants of lands elsewhere. It is possible, but unlikely, that the attornments took place at Haslingden.⁸

In the previous account reference was made to the curious partition agreement which seemed to be more than an ordinary agreement between two adjoining landowners, and which related to the two pieces of land marked P in the plan of the Ewood estate.⁹ No further information has been found, although both copies of the agreement are still extant and with the title deeds to the two estates. A copy of the agreement

¹ *Some Ewood Deeds*, 6.

² *Some Ewood Deeds*, 3. *Lancs. Inq., Stuart Period*, II, 63. Unless he was Ralph, son of Adam Holden of Todd Hall, he could only be a collateral.

³ *Clith. Ct R.*, III, 249, 251.

⁴ *Vict. Hist. Lancs.*, VI, 428.

⁵ *Clith. Ct R.*, III, 31, 32.

⁶ *Vict. Hist. Lancs.*, VI, 428, n. 17.

⁷ *Clith. Ct R.*, I, 497 at pp. 501, 502.

⁸ But more probably at Clitheroe. *Post* p. 92. Ault, *Private Jurisdiction*, 284.

⁹ *Some Ewood Deeds*, between 4 and 5. Grid 7921/9020 and 7921/8515.

has been printed in appendix G,¹ and one of the originals, with photostat copies of both, is now at the Lancashire County Record Office at Preston.² The wording of the two originals is not identical but the differences are trivial.

(B) CARTERPLACE

Carterplace was at one time the property of the church and the endowment of a chantry there. The name Carterplace has been said locally³ to be derived from chantryplace, which seems unlikely, if not impossible. It has elsewhere⁴ been suggested that the name is derived from that of former owners, which is almost certainly correct (unless those owners took their own name from the estate), because at the halmot court held on the ninth of February, 3 Henry VI (1424-5), Thomas Carter of Haslyngden surrendered two messuages and fifty-four acres of land in Haslyngden to Henry le Carter his son, paying the exceptional fine of six marks or four pounds.⁵ Unfortunately the earlier court rolls are lost, so that it is impossible to ascertain by what means Thomas Carter acquired the property, but from that date it is possible to trace the title and ownership of that portion which is still known as Carterplace; the title has, indeed, been traced.

There are two matters of interest about this property; first, the old estate was for some time the endowment of a chantry priest in Haslyngden chapel; and, secondly, part of the modern property was the inheritance of Sir Andrew Chadwick.

At the halmot court held on the thirty-first of May, 22 Henry VII (1507), William Carter, Richard Carter, Nicholas Durden and Richard Durden surrendered the old estate, described as it was in 1425, to John Holden, clerk, and others;⁶ this would seem to be the gift to the church. When the chantries were dissolved at a later date, the crown seized the property and regranted it in 1550 using a similar description with the addition "called Carterplace", which suggests that the name had been derived from the names of the old owners and the original donors to the church.⁷ It is not possible to trace the old boundaries of this estate with complete certainty because of the railway works, but those shewn on the map for the parcel numbered 2 are in all probability correct.⁸

In modern times Carterplace has covered, and still covers, a much smaller area; this has often made it difficult to understand why deeds

¹ P. 149.

² Reference DDX, 118.

³ J. Marshall Mather, *Rambles Round Rossendale*, I, 127.

⁴ *Vict. Hist. Lancs.*, VI, 431.

⁵ *Clith. Ct R.*, III, 1.

⁶ *Clith. Ct R.*, III, 8.

⁷ *Econ. Hist. Ross.*, 81 *et seq.*; *Clith. Ct R.*, III, 157.

⁸ Fifty-four Lancashire acres are equal to about one hundred statute acres and the area (measured by planimeter) contains about one hundred and seventeen statute acres.

relating to land "at Carterplace" should have been found along with the title deeds of land which would not now be so described. The explanation is that these words, "at Carterplace", were part of an old description which had been correct but later dropped because it had become obsolete, misleading and erroneous. So far as it is possible to state without having all the documents to refer to, an obvious impossibility, all the land would be within the conjectured bounds, though the making of the railway has disturbed the western boundary.

Amongst the decrees and orders of the Duchy Chamber of Lancaster is one "Concerning the Establishing of the possession of a house-sted and Meadow with the Carter of Levin Sands as belonging to the said office", *per curiam*.¹ For some time the author has wondered whether there was any parallel between Henry le Carter and the carter of Levin Sands, who was assumed to be either a guide across the estuary of the Leven in Morecambe Bay or a carrier of goods—and possibly persons—across it. According to the *Oxford New English Dictionary* the latter alone would be etymologically correct, "one who drives a cart". In the first number of the first volume of *Lancashire Life*² there is an article *The Coach Route Across Morecambe Bay* by T. Pape, from which it appears that this "short way of communication between Lancaster and the Furness district" was in daily use at low tide until not quite a hundred years ago. "The two guides, one over the Leven Sands and the other over the Kent, Lancaster or Warton Sands, were appointed by the Prior of Conishead and Cartmel respectively, until the dissolution of the monasteries when the maintenance of the guides was undertaken by the Duchy of Lancaster." There is still a guide, and with the article there is published a photograph of the late guide at *Carter House*, Kent's Bank. Was there a similar official at Haslingden in the old days? And was the Carterplace estate an endowment of the office—either as a guide or as a carrier—which was terminated in 1424-5 and the endowment then sold to the last holder for the large fine of over four times the customary amount? Did the office originate in Anglo-Saxon times, and was the holder a thegn—a royal carrier remunerated by the receipt of rent, not salary, and who held the estate, not hereditarily, but for life only? Was it part of the folkland or ancient demesne? It was, according to Domesday, held by King Edward the Confessor.³

If this suggestion is correct and the services were due locally, why were they necessary? It seems unlikely that much if any carriage was required, or that a guide was needed unless the "hazel" woods were so dense that a traveller could easily lose his way. There was an ancient

¹ *Lib.* 14-17 *Car.*, ff. 321, 398b; *Lancs. and Ches. Rec.* II, 248.

² January-March, 1947.

³ *Bookland and Folkland* by G. J. Turner in *Historical Essays in honour of James Tail*, 384-5.

pilgrims' route through Haslingden from Manchester (or Salford) and Bury on the south along a track running above Holcombe past the Pilgrim's Cross,¹ the base of which remained until August, 1901, when it was destroyed,² to Alden,³ where another track from Bolton and Edgworth joined it. Thence it continued past Haslingden chapel with its cross, along the "King's Highway" between the old boundary of the Carterplace estate in Haslingden township and the forest of Rossendale, and through Accrington, or Huncoat, to Whalley with its three crosses. The level at which the track lay and the configuration of the land are such that it seems impossible for it to have been either boggy or marshy.⁴ No trace of any such office has been found beyond the one entry on the court rolls of the manor,⁵ if that entry has any such meaning. The highway shewn on the map of Musbury Park⁶ is part of this old track; it is impossible to tell how old it is, but it has probably existed since Anglo-Saxon times and even much earlier; even in the twentieth century there is a regular pilgrimage to the Holcombe Hill on Good Friday, which may be a relic of heathen times when Eostrā, the Goddess of Spring, was welcomed.

Sir Andrew Chadwick has been mentioned as one of the former owners of part of the old—and the main part of the modern—Carterplace. He was of Broad Street, near Golden Square, in the parish of St James, in the city and liberty of Westminster and died on the fifteenth of March, 1768. "Reports on his estate" by Edmund Chadwick and James Boardman and "his life and history" by John Oldfield Chadwick were published in 1881 and he would not be referred to here were it not that it is possible to supplement the information given in that work.

It is said that there is considerable mystery as to the means whereby he was introduced to the English court and obtained the appointments which he held. It seems probable that the answer is contained in that work although it was not recognized. His pedigree⁷ shews that he was the grandson of Robert Chadwick and his wife Mary daughter of Holden; her father was in fact Andrew Holden of Todd Hall,⁸ whose

¹ Grid 7718/175195.

² Dowsett, *Holcombe*, 119 *et seq.* It is mentioned as a landmark in 1176 in the charter of Roger Montbegon in favour of the priory of Monk Bretton printed in Whitaker, *Whalley*, I, 324; Baines, *Hist. Lancs.*, III, 94.

³ Grid 7719/8042.

⁴ There are said to be some beds of quicksand in the township, but, such as they are, they are not extensive and would be no menace to travellers, unless they were in, olden days very much more extensive and treacherous than seems to have been possible.

⁵ *Clith. Ct R.*, III, 1.

⁶ *Econ. Hist. Ross.*, facing p. 15.

⁷ *Chadwick Report*, 16.

⁸ Whitaker, *Whalley*, II, 305, where Sir Andrew is by mistake stated to be ²he grandfather of his own grandfather. Doubtless it was after his Holden ancestors that he was named Andrew.

son, Andrew Holden of Knaresborough, died in 1707 and by his will ¹ gave legacies of one hundred and fifty pounds to his sister Mary Chadwick, of fifty pounds to Robert Chadwick of Ireland (Sarah Law's father) and of twenty guineas to Andrew Chadwick of London, *i.e.*, Sir Andrew Chadwick. Andrew Holden, the son, was steward of the castle, honour, and manor of Knaresborough belonging to the Duchy of Lancaster, and it seems reasonably certain that it would be with or by means of his great-uncle's assistance that Sir Andrew Chadwick obtained his appointment and his introduction to the court.²

On Sir Andrew's death Sarah Law claimed and obtained the Carter-place estate,³ the admittance on the court rolls of the manor being dated the thirty-first of May, 1768, and she on the same day surrendered it by way of gift to her son-in-law John Taylor,⁴ whose son in 1807 sold it, considerably enlarged, to James Turner,⁵ in whose family it remained until sold to Nicholas Worsley in 1907.

In addition Sir Andrew had a number of freehold houses in London which fell into possession on the expiration of leases about 1840; it then became necessary to trace Sir Andrew's heir-at-law because his will, which disposed of all his personal property, was not effective as to his freehold property. One John Chadwick made a claim, which the court accepted, in 1842 but which seems clearly to have been incorrect,⁶ though it may have been put forward quite honestly in the belief that it was correct. The falsity seems to have been realized by others with (really) no better right, and this resulted in litigation which lasted until 1871.⁷ In the author's opinion, without considering what follows, Sarah Law

¹ *Raines MSS.*, XXXI, 250.

² The honour and manor of Knaresborough were important ones and were granted by King Edward III to John de Gaunt in 1371 and remained an appanage of the Duchy of Lancaster from that date until the present century. The ancient court records from 1368 to 1708 were kept in a room at the castle, the keys of which were in the joint custody of the steward of the honour, and the chief of the Slingsby family. Subsequently in the office of the steward, who would be of some importance. Andrew Holden by his will gave twenty pounds to the poor of Knaresborough. Lewis's *Topographical Dictionary*, 1845; John Harland, *The History of the Castle, Town, and Forest of Knaresborough*, 7th edition, 6, 14, 22, 54; Harry Speight, *Upper Nidderdale with the Forest of Knaresborough*, 1906, 28.

³ *Chadwick Report*, 269.

⁴ *Chadwick Report*, 270.

⁵ *Chadwick Report*, 274.

⁶ *Chadwick Report*, *passim*.

⁷ During this century a woman from America who considered that she had a claim to the Carterplace estate was sent to the author by the owner and at a later date he had a letter from Mauritius written by a person having no connection with the American asking him to put forward a claim to funds in chancery which were in fact the mythical "Chadwick Millions" alleged to arise from his personal property although that was effectually disposed of by his will. In the *Sunday Chronicle* of 27 March, 1949, it was stated that that paper had received a letter from the British Vice-Consulate at Coquimbo, Chile, asking for information wherewith to help further claimants.

was in truth Sir Andrew's heiress and as such rightfully entitled to the Carterplace estate.

A few years ago the author and another were the executors of two persons living in the same town but unknown to each other, whom he found to be descendants, one of Sarah Law and the other of John Chadwick. From the latter's papers he obtained no information except that by his will he had given his money to charity. From the papers of the former, however, facts emerged which possibly explain the difficulties. Sarah Law had three children, a son Dennis and two daughters Mary and Jennett, of whom the last married John Taylor. In 1753 Mary married George Law, perhaps a cousin, perhaps no relation, and both wife and husband died in 1754 leaving two infant children, twins, named James and Jennett. Soon after this a bitter dispute as to which of two uncles—Dennis was one protagonist but the name of the other is not disclosed—should take care of them, and whatever fortune their parents had left for them, and very hard and bitter words were exchanged. This may have been the reason, or one of the reasons, why Sarah Law gave all she had to her son-in-law, John Taylor, and gave nothing to her grandchildren. In 1840 John Taylor would be dead and his family, if he had one, might be unacquainted with Sir Andrew; it is still more unlikely that the twins or their families knew about the London properties. Although descendants of James Law (one of the twins) knew in the twentieth century that they had some connection with Sir Andrew, they did not know what the connection was; the fact was mentioned in conversation by one of them who was unaware that the author knew anything and knew their pedigree for centuries although that pedigree was quite unknown to the descendants of James Law.

James Law's son seems to have consulted a solicitor in 1836 though his exact object is doubtful. The solicitor, Thomas Mitchell of Haslingden, wrote to him on the fifth of November, 1836, giving him an account of the family—much the same as that given in the book if the claimants be ignored—and continuing

After Sir Andrew Chadwick's death in 1768 Mrs Law then a widow and daughter of Robert claimed the entirety of his estates and although Mary Duckworth the only daughter of a younger brother to the Chadwicks named Benjamin, admitted her pedigree to be correct yet she entered a protest against Mrs Law's admission to the Carter Place estate but which was overruled upon the clearest of evidence and thus Mrs Law was admitted as heiress at law. The disputes here began and I am sorry not to be able to give you any further information as to whether any deeds made by Mrs Law included any other than the Carter Place estate.¹

At a later date a descendant of James Law, who had probably a better title to some portion of the inheritance than anyone, except Sarah Law

¹ Original in possession of the author in 1949.

or someone claiming under her by a deed or her will excluding her daughter Mary's descendants, wisely refused to subscribe to a fund for putting forward a claim. Whatever may have been the rights and wrongs about the infants' fortune—two babes in the wood in real life—it seems certain that in this case

The evil that men do lives after them,
The good is oft interred with their bones.

(C) HELMCROFT

On the twenty-first of May, 38 Henry VIII (1546), the jury presented that a parcel of land called Holmecroft had reverted to the king by reason of non-payment of the rent (one penny) for forty years.¹ At the halmot court held on the seventeenth of December, 38 Henry VIII (1546), Gilbert Holden and Thomas Gartsyd produced letters from the chancellor of the duchy and claimed admittance to the land, then called Helmecroft and stated to contain six acres and three roods, which (if Lancashire) is equal to about twelve statute acres and one half; and the steward granted the land to Gilbert Holden, as his letter bore the earlier date, at an increased rent of two shillings. According to the will of Andrew Holden,² the property was settled on the Todd Hall branch of the family.

The parcel numbered 20 on the map contains about thirteen statute acres. It appears to be reasonably certain that it represents this land, and as there were encroachments on the waste, the fact that the land lies on both sides of the ancient highway is not material. There have, however, been other small enclosures at this point, so that some small portions are not part of the old estate. The rent, of course, would not be in collection in 1527.

One of these enclosures was a piece of land, measuring in length thirty yards and in mean breadth eight yards, on Flaxmoss and known as Sandpitts. It was in the centre of the parcel³ and was granted by the ladies of the manor with the consent of the homage on the eighth of October, 1763,⁴ to Elizabeth Scholefield of Causewayhead upon Flaxmoss, widow, who erected houses thereon and on the eighteenth of May, 1764, gave one of the houses to her daughter, Anne Houghton, widow; an adjoining owner, Thomas Brooks, joined in the surrender for some reason and there was reserved to him the right to take the dung and ashes arising from the property. There is a memorandum endorsed on the court copy of the admittance of Anne Houghton whereby Thomas Brooks in consideration of two pounds ten shillings released all manner of right, claim and demand of and from the within-named manure, dung and ashes to Anne Houghton and granted her the right to fix and set ladders

¹ *Clith. Ct R.*, III, 137.

³ Grid 7822/4309.

² *Chet. Soc.*, N.S., III, 109.

⁴ *Clitheroe Court Rolls*, I, 73.

in the meadow at any time for the repairs of the buildings so as the same do no damage in the hay grass.

A little later, on the twenty-sixth of June, 1766, Elizabeth Scholefield sold another house on the land to Anne Houghton in consideration of twenty-nine pounds.¹

(D) GARTSYDE ESTATE

According to the rental of 1527² Hugh Gartsyde paid a rent of one pound one shilling and twopence, indicating an estate containing sixty-three acres and one half in Lancashire customary measure, equal to about one hundred and eighteen statute acres. Of these, two parcels containing together about fifty-four customary acres, or about one hundred statute acres, were at Wormstall-holme,³ but there is no record of his holding more in the published court rolls. The parcel numbered 23 on the map contains about one hundred and sixteen statute acres and certainly represents the whole or part of the estate as it existed in 1527; the boundaries where they abut on the Ewood estate and the township boundary are accurate. The Gartsydes were, however, speculators in land,⁴ so that alterations in their lands at a later date cannot now be identified. But in 1557 Hugh Gartsyde acquired an additional seven acres equal to about thirteen statute acres which might account for the difference.⁵

(E) DEARDEN PLACE

There is no doubt of the identity of this estate, which was held in 1527 by Robert Dureden at a rent of fifteen shillings and sevenpence,⁶ but the boundaries on the north-west cannot be stated with any certainty. It seems clear that some of the enclosures of the sixteenth century must have been in this part of the town. The rent indicates that the old area was about forty-seven customary acres, equal to about eighty-seven statute acres, and on the twentieth of August, 17 Henry VIII (1525), Nicholas Durden was admitted as heir of his father, Robert Durden, the rent being stated more correctly at fifteen shillings and eightpence.⁷ Nicholas Dureden surrendered the estate on the nineteenth of March, 3 Edward VI (1549), to the use of his son and heir, Robert Dureden, in tail, when the property was stated to be called Hudhey.⁸ The caput of the estate was at the modern Hud Hey,⁹ but it is not certain on exactly what site, because there seem always to have been more than one house.

The parcels numbered 1 on the map certainly include this estate and

¹ The court copies are at Lancs. Rec. Off.; reference DDX, 118.

² *Clith. Ct R.*, III, 408.

³ Grid 8021/1290; *Clith. Ct R.*, III, 59.

⁴ *Econ. Hist. Ross.*, 238.

⁵ *Clith. Ct R.*, III, 195, 196; *Econ. Hist. Ross.*, 53.

⁶ *Clith. Ct R.*, III, 408.

⁷ *Clith. Ct R.*, III, 49.

⁸ *Clith. Ct R.*, III, 149.

⁹ Grid 7824/3558.

contain about three hundred and eight statute acres ; that numbered 1A contains about eighty-six statute acres and may be the original estate. There are several reasons for thinking that this may be the case, but there can be no certainty. The parcel numbered 1B on the map contains about two hundred and twenty-two statute acres.

If the foregoing is correct, it shews that the High Moor must have extended further in a northerly direction than the present situation would suggest, and in fact must have adjoined the detached portions of the old townships of Lower Booths and Henheads.

(F) DEARDENGATE ESTATE

A second Dearden estate is shewn in the rental of 1527¹ when Robert Dureden, junior, paid a rent of eleven shillings and threepence, implying an area of about thirty-four customary acres or about sixty-three statute acres. On the nineteenth of January, 5 Henry VIII (1513-4), Robert Durden, as son and heir of his father Richard Durden, was admitted to a messuage and thirty-three acres at Brownelawe house and one acre and one rood and a half lying in the Kyrkebank, which are obviously this estate.² On the twenty-fourth of November, 34 Henry VIII (1542), Robert Dureden surrendered the thirty-four acres and one rood to Richard Durden.³ On the enclosure of some of the commons, Richard Durden on the 18th of August, 4 and 5 Philip and Mary (1557), took three acres and one half in "Le Church-pittes",⁴ and on the same and other occasions there were other grants in the Church pittes or at the Cross in le Church pittes, the total of the other grants being twelve acres,⁵ equal of course to over twenty-five statute acres. In 1600 the rent was paid by the "heiress of Dureden place benethe Church".⁶

It is difficult to point out a place beneath the church when all factors are taken into account. It might have some reference to the Church post, but it seems reasonably certain that it had not. Land beneath the church would be on the westerly side of the church and glebe, and there seems to have been no sufficient land there. Deardengate, which probably takes its name from this estate, is one section of the old highway which on its (the highway's) west abutted on the glebe ; where it did not so abut, the land between the glebe and Deardengate was not enclosed until 1781.⁷ On the easterly side of the old highway lay the Sheep green and other land not enclosed until 1781 and the Goose green also enclosed in 1781.⁸ Probably the estate originally had some frontage to Deardengate, but certainty seems impossible. The most likely sugges-

¹ *Clith. Ct R.*, III, 408.

² *Clith. Ct R.*, III, 21.

³ *Clith. Ct R.*, III, 120.

⁴ *Clith. Ct R.*, III, 196.

⁵ *Clith. Ct R.*, III, 116, 146, 196 *bis*, 263.

⁶ *Econ. Hist. Ross.*, 243.

⁷ See *post* p. 71. Grid 7523/5730.

⁸ See *post* p. 71.

tion is that the parcel numbered 12 on the map, which contains about seventy-five statute acres, substantially represents and includes the original estate. Since this was written there has been a certain amount of confirmation of an indirect and accidental character; in an obituary notice¹ it was stated that the grandfather of the deceased, who was seventy-five years of age, "had what was Coalhey Farm with land lying within the boundaries of Prinny Hill and Charles Lane—a district long since built over", which is substantially the same as the parcel numbered 12 on the map. Moreover, a lease granted in 1851 of land in Blackburn Road² which was part of Coalhey Farm shews that that farm was then the property of George, John, and Elizabeth Hargreaves, the lessors in the lease, and they, or their father, were or was the persons or person who laid out Marsden-square³ as related later;⁴ and the same family owned the site of the Victoria Hotel and Springside House⁵ about one hundred and fifty years ago. The land at Marsden-square, part of the parcel numbered 5 on the map, might have been part of the three acres and a half in the church pits granted in 1557 but for the fact that it was probably part of Dobson Place; it lies indeed between the church and the buildings called Pitheads⁶ on the ordnance maps of 1845 and later. The Victoria Hotel does lie beneath the church. The parcel numbered 14 on the map and containing about twenty-eight statute acres may also be connected with this estate. If indeed Richard Durden did in 1557 hold two properties, which were separated from each other by the church and glebe, the greatest difficulty in accepting the identification of the second, and junior, Dearden estate is removed.

It is not known by what means the two properties passed from the Dearden family to that of Hargreaves, but the tenacity with which some families have retained their land in Haslingden suggests that it was by inheritance, and possibly a member of the family married a Dearden heiress. A complete search of the court rolls from the sixteenth century to the nineteenth might shew this, and also whether the two properties did remain in the same ownership, as seems probable. One further fact should be noticed, namely, that a few years ago an elderly Hargreave died who is believed to have been a member of the family and possibly a son or grandson of the above-mentioned Hargreave. He bore the Christian name of Marsden, which suggests that Marsden Square was named after a wife or maternal ancestress and raises the question whether there was any connection between that family and the Mersden-place estate which is dealt with later.⁷ A difficulty arises from the fact that there were landowners in the same neighbourhood named Hargreaves and Hargreave; they may have been two families or only one with

¹ *Haslingden Observer*, 25 March, 1950.

² Grid 7823/5422.

³ Grid 7823/7650.

⁴ P. 75.

⁵ Grid 7823/5974.

⁶ Grid 7823/9730.

⁷ P. 66.

aberrant spelling. The most probable conclusion is that the parcel numbered 14 includes both the land at Kyrkebank belonging to the Dearden family in 1514¹ and that at Le Churchpittes which Richard Durden took in 1557,² the total area of the two being four acres three roods and twenty perches in customary measure.

(G) GREGORY FOLD

In 1527 the Heyrez of Wylliam Cowhoppe paid a rent of five shillings and fivence³ which seems to have been for the sixteen and a half acres and half a rod which passed on the eighth of April, 16 Henry VIII (1525), from John Wodrowfe to his son and heir, Robert Wodrowfe, when a fine of five shillings only was charged.⁴ Robert Wodroff surrendered the land, then stated to measure sixteen acres and one half and one rood, to trustees (the fine being six shillings and twopence), who apparently were to hold it for Burnley church or a chantry therein, though the entry is not clear.⁵ On the second of October, 4 Edward VI (1550), what seems clearly to have been the same property, then occupied by Robert Gregory and the widow of Robert Gregory, was granted by the steward to Gilbert Farebanke, priest and late incumbent of a chantry or service of a priest in Burnley church, for life, and afterwards to Richard Grenakers and his heirs,⁶ who on the second of January, 4 Edward VI (1550-1), surrendered the reversion expectant on Gilbert Farebanke's death to Robert Gregorie and Elizabeth his wife for their lives and life with remainder to Charles Gregorie and his heirs, the fine being five shillings and fourpence.⁷ On the eighteenth of August, 4 and 5 Philip and Mary (1557), on an enclosure of part of the commons Robert Gregorie took one acre and a half and half a rood at a yearly rent of sixpence, increasing his holding to something over eighteen acres,⁸ but in 1662 John Gregorie was paying ancient rents of nine shillings and sevenpence halfpenny and five shillings and one penny three farthings and common rents of eighteen shillings and two shillings and fivence halfpenny representing about forty-four acres of old enclosure and forty-one acres of new, part of which might have been at Whitecroft or Deansgreave. The parcel numbered 21 on the map contains about twenty-six statute acres aqual to about fourteen Lancashire acres and in all probability it substantially defines the boundaries of the original holding of the Burnley chantry.

The Clitheroe court rolls shew that these lands as well as the Carter-place were forfeited to the crown on the dissolution of the chantries,⁹ and that at the same time lands belonging to the Newchurch (in Rossendale) chapel were claimed by the crown for the same reason. There seems to

¹ *Clith. Ct R.*, III, 21.

³ *Clith. Ct R.*, III, 408.

⁵ *Clith. Ct R.*, III, 73.

⁷ *Clith. Ct R.*, III, 163.

⁹ *Clith. Ct R.*, III, 157, 160.

² *Clith. Ct R.*, III, 196.

⁴ *Clith. Ct R.*, III, 48.

⁶ *Clith. Ct R.*, III, 160.

⁸ *Clith. Ct R.*, III, 196.

have been some misunderstanding about these last on the part of past historians. It is outside the ambit of this work, but it should be stated that there have at various dates been sales by the rectors of Newchurch with the proper consents of the Charity Commissioners or the Ecclesiastical Commissioners which shew that earlier historians were mistaken and that in the end, despite the long continued litigation, the church did obtain the whole of the benefaction which Lettice Jackson gave in 3 Henry VIII (1511) to trustees for the chapel.¹

(H) ROTHWELL ESTATE

In 1527 Wylliam Rothewell paid a rent of eleven shillings and eightpence for, presumably, thirty-five acres of land.² At first it seemed not to be possible to identify this land except that it lay in the Grane post. If to the two rents of Robert Nevell (sixteen shillings and fourpence) and Wylliam Rothewell (eleven shillings and eightpence) in 1527 there be added the rent of fourteen shillings and tenpence,³ or more correctly, perhaps, fifteen shillings,⁴ for Ogden and Musden, and possibly a rent of two shillings for Craunshay Hede included in the rental of Hoddlesden in 1527⁵ but omitted in 1662,⁶ there is a total of two pounds five shillings towards the ancient rent of two pounds seven shillings and threepence three farthings collected in 1662 in Grane post.⁷ As more than one Rothewell is shewn as holding land in that post at the latter date, the original holding had been subdivided.

The holding consisted of two messuages and thirty-five acres at Stryndes⁸ with three acres and a half added by enclosure,⁹ which William Rothewell surrendered to his son, Adam Rothewell, on the twenty-fourth of October, 5 and 6 Philip and Mary (1558),¹⁰ when the total rent was twelve shillings and tenpence. The latter died shortly afterwards and at the court held on the twenty-sixth of April, 3 Elizabeth (1561),¹¹ the steward had to deal with the position arising because his brother and heir,

¹ *Clith. Ct R.*, III, 53.² *Clith. Ct R.*, III, 408.³ *Clith. Ct R.*, III, 421.⁴ *Clith. Ct R.*, III, 406, Elias Rothewell 8s. 10d. and Cristofer Haregreves 6s. 2d.⁵ *Clith. Ct R.*, III, 406.⁶ *Clith. Ct R.*, III, 431.⁷ *Clith. Ct R.*, III, 423.

⁸ This name seems to have become quite obsolete and forgotten. The author has never heard of it except on the old court rolls. It was certainly an old name, because Ralph Holden of Strynds was fined two shillings for making a fray at the court held on the fourth of October, 1 Henry VIII (1509) (*Clith. Ct R.*, III, 15). The reference to Stryndes as a boundary or indication of position at the court held on the twenty-fourth of May, 5 Elizabeth (1563) (*Clith. Ct R.*, III, 232), seems to confirm that it must have been in Grane post, though it does not indicate its exact position. In the *Oxford New English Dictionary* the word is not given but strind is given as an obsolete word meaning "A stream, rivulet".

⁹ *Clith. Ct R.*, III, 196.¹⁰ *Clith. Ct R.*, III, 206.¹¹ *Clith. Ct R.*, III, 217.

John Rothwell, was unable to occupy or govern the property for default of reason. He did this by letting the property to Thomas Townley of Burnley for the life of John Rothwell, the lessee to pay the lord's rent and forty shillings a year to the steward for John Rothwell's maintenance. The matter came again before the halmot court on the thirtieth of October, 4 Elizabeth (1562), when the jury found that the heirs of Adam Rothwell were his sisters, Alice Rothwell (wife of James Rothwell), Jennet (wife of James Herteley), Elizabeth (wife of Edmund Pillyng), Margaret (wife of William Johnson), and Agnes (wife of Thomas Brydge), but they do not appear to have been admitted then as the entry was not made until the halmot court held on the fourteenth of May, 7 Elizabeth (1565), when they at once surrendered the whole property to John Aspedene, clerk, to effect a partition which he did at the same court in the following manner, *viz*:

7a.	2r.	32p.	to Alice Rothwell under a rent of	2s.	6½d.
7a.	2r.	32p.	to Jennet Herteley under a rent of	2s.	6½d.
9a.	or.	38p.	to Thomas and Agnes Brydge under a rent of	3s.	0 10d.
13a.	3r.	16p.	to Lawrence Rawstorne of Etyngfield under a rent of	4s.	7d.
<hr/>					
38a.	1r.	38p. ¹		12s.	7½d.

Owing to this subdivision and further subdivision and possibly consolidation, and the enclosure of the commons, it is less easy to make any assumption as to the boundaries of this estate in the sixteenth century but every known factor suggests that it was situate in the neighbourhood of the Grane village, and possibly included the greater portion, if not the whole, of that village, as it existed before the land was acquired by the Bury Corporation or the Bury and District (now Irwell Valley) Water Board. A conjectural delimitation is shewn on the map and numbered 27; this contains ninety-two statute acres which is the equivalent of just under fifty Lancashire acres. It also includes at least two acres and one rood of freehold land as previously mentioned.²

(1) BROADHOLDEN ESTATE

The freehold portion of this has already been discussed in the fifth chapter. In addition there was a considerable tract of copyhold land in the Haslingden township with other land called Ogden (Ugden) and

¹ *Clith. Ct R.*, III, 251. These are not the exact figures printed there, where a discrepancy of acreage (1a. 2r. 28p.) is noted. There may have been a mistake in calculation at the time because one fifth of 12s. 10d. is 2s. 6½d. not 2s. 6¼d., and obviously Thomas and Agnes Bridge took more than the exact fifth of 38½ acres which Alice Rothwell took. 9a. or. 38p. is one fifth of 38½ acres plus one fifth of another one fifth. The rents are deficient by $\frac{3}{5}$, $\frac{2}{5}$, $\frac{9}{10}$, and $\frac{2}{5}$ of one penny or a total $\frac{2}{5}$ of a penny, *i.e.* 2¼d.

² *Ante* p. 40.

Musden, of which no area is stated though the rent was fifteen shillings.¹ It seems to have been the inheritance of William Boswell, on whose death his daughters and heiresses, Lady Elizabeth Nevell (wife of Sir John Nevell) and Alice Nevell (wife of Robert Nevell), were admitted to forty-nine acres² on the ninth of November, 6 Henry VIII (1514). It seems probable that they settled the property and that the entry of this surrender was in a missing roll, because on the fourth of October, 2 Elizabeth (1560), Nicholas Clerkeson as surviving feoffee surrendered lands in Musdene and Ugdene and a messuage and forty-nine acres of land in Haslingden to George Nevell, who on the thirtieth of October, 4 Elizabeth (1562), acquired an additional six acres from six persons who had either one acre and a quarter or half an acre each "of Haslyngden pasture lying within bounds between lee Heigh Lawe and le Stryndes", which seems to indicate that it was a fenced common pasture belonging to a limited number of persons, who were giving up their rights either to one of their co-owners or a stranger.³ On the twelfth of December, 9 Elizabeth (1566), George Nevell and his son John surrendered a messuage and lands called Musden or Musdenhead in the several tenures of Sir William Radclyf and John Tailior to Sir William Davimport.⁴ The fine was six shillings and twopence, which suggests an area of eighteen acres and a half, but the uncertainty of the jury in 1662⁵ and the situation of the land would be quite consistent with a greater area being held at a rent less than the usual fourpence an acre.⁶

There seems to have been some connection between the Holdens and the Nevilles, though there is nothing to indicate its nature. Possibly Broadholden had been the dowry of a daughter of a Holden who had married a Boswell,⁷ and this may have given rise to the disputes which seem to have existed for generations. In one of these disputes in 1557⁸ Robert Nevell of Ragnyll, Nottinghamshire, and his wife, Alice, claimed forty-eight acres called Boswell heies or Boswell feildes "in Haslyngden"

¹ Or fourteen shillings and tenpence according to the jury—probably a mistake—in 1662 (*Clith. Ct R.*, III, 421).

² *Clith. Ct R.*, III, 24. Fifty-nine is thought to be an error in the original, in copying, or in printing, but it may have included the eleven acres of freehold land which were part of this estate as has previously been shewn.

³ *Clith. Ct R.*, III, 232.

⁴ *Clith. Ct R.*, III, 264.

⁵ *Clith. Ct R.*, III, 421. The wording of the verdict might imply that these lands had been held by copy before the vaccaries were arrented, although seemingly vaccarial land.

⁶ In 1844/8 Musdenhead contained three hundred and ninety-eight acres and one half. It lay above Musbury Park and contained (in addition to others) two farms, both called Musdenhead, situate about one thousand yards apart.

⁷ Was this estate the one messuage and forty-nine acres of land in Haslyngden for which Thomas de Holden paid a fine at the halmote held about Michaelmas, 4 Henry VI (1425)? (*Clith. Ct R.*, III, 3.) Was he the younger brother of Christopher Holden?

⁸ *Clith. Ct R.*, III, 198.

against "Ralph Holden of Duckworth, Lancashire".¹ The name Boswell fields is unknown except in this connection, and it is suggested that it was not a local name but was used to describe the land which had belonged to the Boswell family. Although it is not definitely identified as being at Broadholden,² it is thought that it was there; there seems to have been confusion because Robert Neville and his wife, Alice, entered forbids when land at Holden Vale was leased by Robert Holden in 1556,³ possibly under a mistaken notion as to the situation of the land which was being dealt with. This could easily happen in the case of persons resident in Nottinghamshire.

The parcel numbered 28 on the map contains about ninety-six statute acres; the boundaries, except where they form the township boundary or abut on the Holden estate, are conjectural, but are thought to shew the Broadholden estate, including the land in Queen Elizabeth's letters patent forming part of it, with substantial accuracy.

(J) MERSDEN PLACE

All the estates, or rent payers, in 1527⁴ have now been dealt with except Mereden (or Mersden or Marsden) place, for which a rent of ten shillings was paid, suggesting an area of thirty customary acres. It is tempting to identify Mereden place with the modern Marsden Square, but that would be erroneous since in a surrender passed by George Hargreave on the seventeenth of October, 1796, to Richard Holden and others, trustees for the then intended King Street Wesleyan Chapel, reference is made to a plan in his possession of a close "called Dobsons Meadow which has been since set out for building ground", and the land surrendered adjoined at the east end to a new street intended to be called Eliza Street to be six yards in breadth and to extend from "a new square intended to be called Marsden Square" to Sheep Green. A highway in le Mersden place was in bad repair by the neglect of Elizabeth, widow of Oliver Ramsbottom, in 1515⁵ and John Romesbothome of Mersden-place surrendered land in le Churche Pittes on the twelfth of December, 9 Elizabeth (1566),⁶ but no surrender or admittance of the Mersden place property has been traced. On the other hand, there are several properties which seem to have no connection with any of the other estates, and therefore presumably are, or include, Mereden place. The difficulty

¹ Was the defendant Ralph Holden of Holden who at the same court surrendered the Longshote hyle, which was certainly part of the land in the letters patent of King James, on lease to Oliver Holden? The transcript unfortunately does not shew what, if any, address the lessor had; but if, in the original roll, there are two addresses, it is some confirmation, though not conclusive, of the suggestion that two, or more, contemporaneous Holdens with the same Christian name were not the same person.

² *Vict. Hist. Lancs.*, VI, 431, n. 58.

⁴ *Clith. Ct R.*, III, 408.

⁶ *Clith. Ct R.*, III, 263.

³ *Clith. Ct R.*, III, 189.

⁵ *Clith. Ct R.*, III, 27.

is that the area is too great for the amount of the rent and there are no additional enclosures which can be identified definitely so as to account for the excess. The properties are Balshaw of forty-five acres, Netherbalshaw of thirteen acres and possibly an unnamed one of ten acres. Part of the land was however in Rossendale, which may account for the excess, or the rent of ten shillings may have been so old that it was not calculated at the customary rate of fourpence an acre.

(a) *Balshaw*

On the fourteenth of October, 23 Henry VII (1507), Edmund Romsbotham and his wife, Katherine, and Oliver Romsbotham and his wife, Elizabeth, surrendered two messuages and forty-five acres called Balshaye in the forest of Rosyngdale and Haslyngden to John Holden, clerk, who at once surrendered one messuage and twenty-two acres and a half to Christopher Romsbotham, son of Edmund Romsbotham,¹ and on the third of November, 17 Henry VIII (1525), surrendered a messuage and twenty-two acres and a half called Witcroft and half a parcel called le Cronkesheyheyde in Haslyngden to Thurstan Ramesbotham.² On the sixteenth of November, 18 Henry VIII (1526), Christopher Ramesbotham's half (by error stated to contain twenty acres and a half) was surrendered to Ralph Holden, Francis Gartsyde, Robert Durden, and Thurstan Ramesbotham, obviously as trustees.³ On the twenty-seventh of October, 23 Henry VIII (1531), Thurstan Ramesbotham and Christopher Ramesbotham surrendered to John Ramesbotham one rood in Balshey.⁴ The object of this surrender is not clear, but apparently there was, or was to be, a way along the land to meet an existing way on the other side of a hedge, which both persons were to use. It is impossible to be certain, but it seems likely that this was the origin of the way from Helmsore (or Musbury) Road just south of Ryehill to Laneside⁵ which was public until closed after the war of 1914-9.

On the thirteenth of May, 36 Henry VIII (1544), the moiety of Christopher Ramysbothom in the messuage and four acres called Cronkeshey Heid passed from him to his son Adam,⁶ from whom it passed on the thirtieth of October, 5 Elizabeth (1563), to his son Edmund, being then called Cronkeshay House.⁷

On the eighteenth of June, 4 Elizabeth (1562), Oliver Romsbothom surrendered the northern part of a messuage and eleven acres of land called Whyte Croft, Highe Bent, and Highbent Meadow over Dearne Greavez to John Hey, Ralph Taillor, John Wosnome, and Thomas Hyrdman as feoffees to the uses of a deed between Oliver Romsbothom and Roger Kay of Chysdene.⁸

¹ *Clith. Ct R.*, III, 10.

³ *Clith. Ct R.*, III, 54.

⁵ Grid 7823/6264 to 7823/9597.

⁷ *Clith. Ct R.*, III, 240.

² *Clith. Ct R.*, III, 51.

⁴ *Clith. Ct R.*, III, 74.

⁶ *Clith. Ct R.*, III, 129.

⁸ *Clith. Ct R.*, III, 226.

The boundaries of the Balshaw property cannot be defined with certainty, but its general situation is clear, because the names of Whitecroft and Deansgrove ¹ are both still in use; and the entries on the court rolls on the twentieth of June, 4 Edward VI (1550), when Hugh Fenton of Nether Balshey, amongst other things, surrendered "one loyne or wayne gait of fyve yerdes in brede and in length adyonyng to the said close and to a certeyn grounde called Flasmosse" ² and on the twenty-fourth of October, 5 and 6 Philip and Mary (1558), when Ralph Talior was fined three shillings and fourpence for keeping an unreasonable road upon Le Flax mosse ³ confirm the identification, but in most cases the fines are not stated or do not agree with the areas.

(b) *Nether Balshaw and Lewesfield*

On the eighth of June, 18 Henry VIII (1526), Vane Ratclyff surrendered two messuages called Netherbaylshey and Lewezfeld and thirteen acres to Richard Ratclyff, ⁴ who on the twentieth of July, 2 Edward VI (1548), surrendered the whole, viz., Lewezfeild and six acres, to Francis Gartsyd and (Netherbalshaw) seven acres to Hugh Fenton, ⁵ who (apparently) surrendered the property to his son Lawrence on the fifth of June, 6 Elizabeth (1564). ⁶ It seems certain that this property adjoins the Balshaw property, probably on the south, but there is nothing to enable them to be separated.

(c) *Ten Acres*

On the thirtieth of October, 3 Elizabeth (1561), John Nuttowe surrendered a messuage, two barns, and ten acres of land in Haslyngdene and a parcel of Haslyngdene pasture to feoffees for his own use for life and then the uses of his will. ⁷ There is nothing to indicate the situation of this land. John Nuttall is one of the commonest names on the rolls at this date, but the surname does not appear at all in the rental of 1662. ⁸

(d) *Encroachments on commons*

There were a number of encroachments on the commons at this period, which might have accounted for the discrepancy. Dr Tupling has given two lists, of which one relates to the period between 1495 and 1551, ⁹ but

¹ The spelling varies: "Deansgrove", "Deansgrave" and "Deansgreave" are all used; the first syllable may be sometimes written "Danes".

² *Clith. Ct R.*, III, 158.

³ *Clith. Ct R.*, III, 207.

⁴ *Clith. Ct R.*, III, 52.

⁵ *Clith. Ct R.*, III, 147. It seems certain that the second related to Netherbalshaw though it is not named and that the surrenderee was Hugh, not Miles as stated. Hugh paid the price. It is the only time Miles Fenton appears in the book, though Hugh Fenton does so repeatedly and in particular granted leases (*Clith. Ct R.*, III, 158).

⁶ *Clith. Ct R.*, III, 243.

⁷ *Clith. Ct R.*, III, 222.

⁸ *Clith. Ct R.*, III, 421.

⁹ *Econ. Hist. Ross.*, 58.

this does not seem to have resulted in any permanent enclosure and no admittances are referred to nor can any be traced in the printed court rolls. The other dated in 1557 is different and is a list of actual admittances¹ to just over sixty-three acres, of which some twenty-three to Robert Holden, Francis Gartsyde, and William Rothewell have been mentioned already.² The remaining forty acres are equal to about seventy-four statute acres one rood and twenty perches and if to this is added the forty-five acres (Balshaw), thirteen acres (Netherbalshaw) and ten acres equal in statute measure to one hundred and twenty-six acres one rood and thirty perches there are about two hundred statute acres. The parcels numbered 15, 16, 17, 18, and 19 on the map contain about one hundred and eighty-nine acres and are thought to include the Mersden place estate and some of the enclosures of 1557. That numbered 18 contains about twenty statute acres and is still known as Deansgrove and the area agrees exactly with the eleven customary acres surrendered to John Hey and others; and that numbered 18 and still known as Whitecroft and containing about forty-three statute acres is probably one of the two halves of Balshaw, for twenty-two customary acres and a half are equal very nearly to forty-two statute acres.

It is not certain though it is believed that all the boundaries of parcels 15, 17, and 19 are old but that between 16 and 18 may be modern and have been non-existent in the past. In particular the road forming the boundary between parcels 14 and 15 was such that it must have been an old boundary. The wall on its west side belonged to the land on the east and the owner of the land on the west could not use the road. It had stone gate-posts at both ends so arranged that persons on foot could pass without opening the gate; the gates had ceased to be used but there were a few pieces of that at the southern end still there sixty or sixty-five years ago. The road had obviously been made for his or their own benefit at the boundary of the estate by the owner or owners of the whole extent of the land on the easterly side of the road between the two roads which it joined.

Balshaw, Cronkshawhead and Cronkshawfoot are quite forgotten but the joinder of the Ramsbothams, with Balshaye, and with townland in Crokschaghfote, and with Witcroft and le Cronkesheyheyde, and with Whyte Croft and Dearne Greavez³ and the joinder of the Kyrkemore and the Cronkesheyheid⁴ shew that they must all have been near together, which is only consistent with their being in the situation hereby assigned to them.

¹ *Econ. Hist. Ross.*, 57; *Clith. Ct R.*, III, 195, 196.

² Pp. 50, 59, 63.

³ *Clith. Ct R.*, III, 10, 28, 51, 226.

⁴ *Clith. Ct R.*, III, 137; *Econ. Hist. Ross.*, 58.

CHAPTER SEVEN

THE CHARITIES

DR TUPLING has mentioned that during the last quarter of the eighteenth century there were grants of the waste in Haslingden,¹ though the exact situation of the land is not given. There were both grants of small plots to individuals and of larger areas for public purposes. Most, if not all, of them seem to have been near to, if not actually abutting on, the ancient highway crossing the town from south to north. This highway in the town proper is known as Deardengate, and the name is at least as old as the date of the grants, but what it originally related to may be uncertain. Were Deardengate and Goose Green alternative names for the same place? The name Goose Green has not been used for generations, but there is some possibility that in times past some of the older inhabitants had used the name for some part of modern Deardengate. It is quite clear that from its entrance into the town in the neighbourhood of the modern Deardengate House and Deardengate Farm² the road was bounded by strips of waste land on both sides for a considerable distance until it reached the glebe at the modern Market Place, and that from that point to the old town centre there was Sheep Green (now called Chapel Street) with similar waste on the one side of the old highway which is here called Church Street. To-day Sheep Green is merely the name of a short street across the top of the original Sheep Green (the two being like a capital T), though it is also used colloquially to indicate the district within which it lies. As used in the surrenders of the land at the end of the eighteenth century, it is ambiguous and might mean the street or might refer to the street and the adjoining waste. It seems certain, however, that the area at its greatest could not be sufficient to graze more than a mere handful of sheep for a limited period, so that it could not be a common pasture for the sheep of the inhabitants. It might have been an enclosure into which all sheep brought to market were turned until they had found a purchaser.

Were there similar enclosures into which cattle (or oxen) and geese could be turned for the same purpose? There were a Bull Green and a Goose Green mentioned in the documents about the same date, both included in the waste granted by the lord and homage.³ Possibly the

¹ *Econ. Hist. Ross.*, 234.

² Grid 7822/580980.

³ At the Michaelmas court in 1753, 880 square yards on the Bull Green were granted by the lord and homage to John Holmes, curate of Haslingden (*Clitheroe Court Rolls*, F, 129).

Bull Green might have been sufficient for a common township bull, and the Goose Green enough for what geese there were, but presumably there would have to be fences and gates, in which case Deardengate might mean either Dearden road or way or Dearden gate to the Goose Green. There is also a "Towngate" at the northern end of Church Street which might originally have indicated an entrance to the Slate moor and a "Bentgate" which might have been one of the entrances to the Flaxmoss common; this would suggest that locally the word was used with the meaning of a gate or entrance.

At the Easter halmot court in April, 1776, the lords and lady of the manor and the copyholders granted a piece of waste land in Haslingden to Robert Halstead in order (as appears by a trust deed of 1783)¹ that he might dispose of part of it for yearly chief rents to endow a school to be built on the remainder. At the Michaelmas halmot court in October, 1781, the lords and lady with the consent of the homage granted "all the remainder of common or waste ground lying and being upon the Sheep Green pitts and so down to Dearden Gate or elsewhere within Haslingden aforesaid (the high roads and springs of water only excepted), containing three-quarters of an acre of ground or thereabouts", to "Robert Holden of Holden, esquire, Henry Wilkinson the younger, and Daniel Lonsdale, both of Haslingden and manor aforesaid, gentlemen" on trust for sale and to apply the proceeds "for and towards erecting a workhouse for the poor of and belonging to Haslingden aforesaid, and also to erect and build a new commodious schoolhouse and wherein the halmot court or court baron for the Manor of Accrington so often as the steward there or his deputy for the time being shall appoint the same to be kept for ever".

By a deed dated the sixth of October, 1783, between Robert Halstead of Cloughend Haslingden, gentleman, of the one part, and Robert Holden of Palace House, Habergham Eaves, esquire, George Hargreave of Hoddlesden, gentleman, Robert Hargreave of Bury, gentleman, and John Hoyle, John Lonsdale, Henry Wilkinson, and Daniel Lonsdale, all of Haslingden, gentlemen (the four churchwardens), of the other part,¹ after reciting the earlier grant and that Robert Halstead had disposed of parts of the land for annual rents aggregating fourteen guineas a year and that Robert Halstead had by surrender of even date assured the annual rents and the remainder of the land to the parties of the second part upon trust for the school, trusts were set out for managing the school. By a later deed dated the twenty-sixth of June, 1790, between Robert Halstead of the one part, and Robert Holden, George Hargreave, John Hoyle, John Lonsdale, Henry Wilkinson, and Daniel Lonsdale, the Reverend Edward Thelwell (as minister for the time being), John Holden of Coldwalls within Haslingden, gentleman, John Taylor of Carter Place, esquire, Lawrence Hoyle of Haslingden, gentleman, Edward Lonsdale and

¹ A copy is given in appendix H.

Richard Teasdale, of Haslingden, gentlemen, Henry Hargreave of Hutch Bank, James Wright of Clough End, John Houghton of Flaxmoss, and John Haworth of Deardengate, all in Haslingden, gentlemen, of the other part,¹ the parties of the second part were appointed new trustees of the yearly rents aggregating fourteen guineas and of the workhouse premises in Lower Lane which had been purchased for one hundred and seventy pounds and erected with three hundred and nine pounds, the amount realized for the land included in the second grant. The one hundred and seventy pounds included thirty pounds given by the will of Lawrence Hey dated the twenty-third of November, 1727, thirty pounds given by the will of George Hargreave dated the twenty-fifth of December, 1723, and ten pounds the interest of which was payable to the schoolmaster of Haslingden under a deed dated the tenth of June, 1749, and also sums given by other donors, and with interest at four and one half per centum was a first charge on the property, the sum of three hundred and nine pounds with interest at five per centum being a second charge.

The land comprised in the first grant is easily identified, because of the manner in which it was dealt with. It included all the land shewn on the plan and lettered A, B, C, D, E, F, G, and H, except that A might have included some of the vacant space within the angle which it would now be quite impossible to ascertain, and it is believed that with that small possible exception the plan is absolutely correct. The deed of 1783 states that Robert Halstead had disposed of the most considerable part of the land by auction to John Hoyle, Richard Teasdale, George Bell, Edmund Lonsdale, John Rishton, John Haworth, and Nicholas Cunliffe at yearly rents aggregating fourteen guineas, from which it would appear as if there had been some purchase money as well, though this is not stated on the court rolls; if there was, it was presumably expended in the erection of the school or the costs of the sales. The dispositions by Robert Halstead are shewn in the following table:

Date	Purchaser	Frontage in yards	Depth in yards	Letter	Rent
19 October 1779	John Hoyle	(a) 12 (b) 20	7	A	£ s. d. 2 2 0
29 September 1779	Richard Teasdale	12	40	B	2 2 0
19 October 1779	George Bell	Qy	Qy	C	2 2 0
29 September 1779	Edmund Lonsdale	12	52	D	2 2 0
19 October 1779	John Rishton	14 ⁸ / ₉	35	E	2 2 0
19 October 1779	John Haworth	14 ⁸ / ₉	35	F	2 2 0
19 October 1779	Nicholas Cunliffe	14 ⁸ / ₉	35	G	2 2 0
6 August 1836	New trustees	—	—	H	—

¹ A copy is given in appendix H.

It does not appear whether the measurements of depth are maxima, minima or average, though it is obvious that in some of the cases there is a difference in the lengths of the northerly and southerly sides of the plot. By a surrender dated the sixth of August, 1836, and an accompanying deed between Oliver Hargreaves, the Reverend William Gray, James Ramsbottom, and John Townsend of the first part, Abraham Cottam of the second part, and Thomas Hutchinson of the third part, the plot lettered H was vested in the trustees of the charity known as the Endowed School, and on the tenth of August, 1870, the school was sold by the trustees under an order of the Board of Charity Commissioners for England and Wales dated the tenth of May, 1870, under the description of "All that building yard and other hereditaments some time since used for the purpose of a schoolhouse and masters residence situate at the bottom of Bell Row in the chapelry of Haslingden".

It is also possible to identify all, or nearly all, of the land in the second grant, if all the resales were entered on the court rolls and have been traced. It is believed this has been done and that the resales were the following, in each case the reference being to the surrender on the court rolls, namely :

P368. Robert Hargreaves for £36 8s. *od.* Two pieces of land numbered 1 and 2 on the Goose Green and adjoining the east side of a meadow called Coal Hey, containing in front to the highway sixty-seven yards and ten yards back towards the meadow ; and two other pieces of land on the Goose Green and adjoining to the west side of a close called Diggles Meadow, otherwise Burgess Nook Meadow, being numbered 10 and 11, number 10 containing twelve yards in front to the highway and twelve yards back to the meadow, and the other (11) containing twelve yards in front to the highway and ten yards back, and together fifty-four yards in length fronting the said highway and four yards back to the said close. Burgess Nook, or Burgess Nook Meadow, lay to the east of numbers 10 and 11 and the name was used in the twentieth century.

P366. John Cockerill of Greenhouses, mason, for £22 10s. *od.* A piece of land numbered 3 at Deardengate measuring twenty-four yards in front to the highway to Bolton and twenty yards backwards ; and three other pieces of land numbered 18, 19, and 20 on the south side of the Sheep Green fronting to the highway to Burnley, each plot containing in front twelve yards and fifteen yards back to the south.¹

¹ This reference to the highway to Burnley will puzzle most persons, and probably persons knowing Haslingden more than strangers. It refers in fact to Sheep Green (as a road) itself and suggests that here Sheep Green means the "green" comprising road and waste. To-day, because of the Hameldon-Cribden massif, anyone wishing to go from Haslingden to Burnley by road would have two alternatives, both involving the avoidance of the Sheep Green area or leaving it as soon as possible ; one route runs north to Accrington and then east through Huncoat to Burnley, and the

P369. Thomas Brewer for £17 10s. *od.* A piece of land numbered 4, containing in front to the highway leading to Bolton fourteen yards and twenty-one yards back to the east; and another piece of land numbered 5, containing in front to the highway fourteen yards and back towards the east eighteen yards, situate at Deardengate.

P373. John Scholes for £7 15s. *od.* A piece of land numbered 6 at Deardengate, containing in front to the highway twelve yards and seventeen yards back towards the east.

P368. Richard Haworth for £15. A piece of ground numbered 7 on the Goose Green, containing twelve yards in front to the highway and sixteen yards back eastward towards a field called Morley Field; and another piece of land on the north side of the Sheep Green being numbered 15, containing in front to the highway to Burnley twelve yards and nineteen yards back to the north.

P370. John Rothwell for £11. A piece of land numbered 8, containing in front twelve yards towards the highway and fifteen yards back; and another piece of land containing twelve yards in front to the highway and fourteen yards back on the Goose Green. The second piece is not numbered but seems to have been in fact a plot numbered 9.

P371. Henry Gearveiss for £27 14s. *od.* A piece of land adjoining to the north-east end of John Barrett's house on Sheep Green, nineteen yards in length and twelve yards in breadth, not numbered, but it seems to have been the plot numbered 12; and another piece of land on the south-east side of Sheep Green and opposite the last-mentioned piece, containing twenty-four yards in length and fifteen yards in breadth fronting the road up Sheep Green leading to Burnley, not numbered, but it seems to have been the plot numbered 26.

P365. John Lonsdale for £20. Two pieces of land numbered 13 and 14 on Sheep Green, containing, fronting to the highway to Burnley twenty-four yards and nineteen yards backwards to the north; and another piece of land to the west of plot number 13, containing seven yards in front to the highway and nineteen yards backwards to the north, not separately numbered and probably intended as part of the street now called King Street.¹

other runs east-south-east to Rawtenstall and north through Crawshaw Booth and Dunnockshaw to Burnley. The first turnpike act under which these roads were constructed was passed in 1789, so that in 1781 it was probably necessary to follow the old pack road along the slopes of Cribden above Rawtenstall to Crawshaw Booth and on through Dunnockshaw, or to follow the old highway to Stonefold and thence on up Goodshaw Lane over the hill-top to Dunnockshaw.

¹ On 17 October, 1796 (*Clitheroe Court Rolls*, X, 607), Oliver Hargreaves and George Hargreave surrendered a plot of land containing six hundred and sixty square yards being the greatest part of a timber yard and a small strip in breadth five feet and in length thirty yards part of a plot "marked O upon the map in the possession of George Hargreaves and lately made to a close called Dobsons Meadow" adjoining

P366. Henry Wilkinson for £15 15s. *od.* Two pieces of land numbered 16 and 17, containing in front to the highway twenty-four yards and nineteen yards backwards to the north; and another piece of land to the east of plot number 17, containing four yards in front and nineteen yards backwards, and not numbered separately.

Q55. John Pilkington for £12 12s. *od.* A piece of land lying at the top of the lands, containing sixteen yards in front and twenty-two yards at the back front and in breadth backwards fifteen yards; and another piece of land numbered 21 on the south-east side of Sheep Green, in length twelve yards one foot in the front and fifteen yards in breadth backwards, all on Sheep Green and apparently all under the same number.

Q56. John Wilding for £6 6s. *od.* A piece of land numbered 22 on the south-east side of Sheep Green, in length twelve yards one foot in the front and fifteen yards in breadth backwards on Sheep Green.

P594. Robert Leach for £18 18s. *od.* Three pieces of land numbered 23, 24 and 25 on the south side of Sheep Green, containing in front to the highway leading to Burnley thirty-six yards and fifteen yards back to the south.

Q340. John Lonsdale for £9 3s. 9*d.* A parcel of land on the Sheep Green adjoining the public house called the Thorn, in length to the west fifty-six yards and one half and in breadth at the west end eight yards, and containing three hundred and sixty-seven square yards fronting to the new intended street or highway leading to Burnley. This is not numbered but from its situation might have been plot number 27.¹

on the south to a flagged causeway placed on the north side of a new street on Sheep Green on the north side of the remainder of plot O at the east end to a new street to be called Eliza Street (six yards wide) and extending from a new square to be called Marsden Square to the new street on Sheep Green and at the west to a new street to be called King Street and another parcel part of plot O extending in front of Eliza Street four yards and in length seventeen yards. On 27 October, 1810 (*Clitheroe Court Rolls*, GG, 82), Oliver Hargreave surrendered a plot containing one hundred and ninety-eight square yards as fenced off on the north side and east end by a stone wall and containing in length at the east end eight yards and three quarters and at the north end five yards and in depth backwards on the north side thirty yards and on the south side twelve yards point eight three part of plot O. This plot adjoined on the south side to the Methodist Chapel and the vacant plot of ground in front thereof on the north side of the remainder of plot O at the east end to Eliza Street (to be six yards wide and to extend from the new square to be called Marsden Square to the street on Sheep Green) and at the west end to a new street to be called King Street. These descriptions are a little difficult but there seems to be no doubt as to the boundaries of the whole and that the land dealt with consists of the plots numbered 13 and 14 on the plan with the adjoining plot marked 1796/1810 thereon.

¹ John Lonsdale was the author's great grandfather and for some time this property remained in the ownership of the descendants of John Lonsdale. The name of the house was changed to New Inn shortly before 1790 because the Old Thorn was converted into four houses and a new inn built by John Lonsdale on adjoining land (he owned land on both sides of the Bury Road). Under the name

The foregoing seem to have constituted an orderly lotting and disposal of the land, if one may judge by the numbering. In addition there were some other unnumbered disposals, which may have been dealt with in the same manner as the others, or for some reason which is not apparent treated differently. They are in consequence not always identifiable with the same certainty, but were as follows, namely:

P372. John Hoyle for £3 15s. *od.* A piece of land at the east end of the house "where John Hoyle now lives", seven yards in length from the north-east corner of his house towards the street leading to Dearden-gate and twelve yards back; and also sixteen superficial yards lying on front part of the said enclosure towards the street leading to the said Laneside and fronting the old house which belongs to Mr Hargreaves of Hoddlesden containing in the whole one hundred superficial yards. This has been numbered 28 on the present plan.¹

P690 (3 June, 1783). John Lonsdale for £4. "All that piece or parcel of ground situate, lying, and being at Burgess Nook in Haslingden aforesaid, containing in the whole one hundred and sixty-three superficial yards or thereabouts as the same is now meared, marked, and sett out, on part of which land the said John Lonsdale has lately erected and built a house upon." In connection with this it must be noted that in 1777 John Lonsdale had obtained a grant from the lord of the manor and homage² of two hundred and seven square yards at the north end of his dwellinghouse and thirty-three yards at the south end on the Bull Green, for which he had paid three pounds. The house marked Parsonage House on the plan was originally erected by John Lonsdale and had his coat of arms emblazoned on the front until the premises were converted into a cinema during the present century. He resided there until his death after which it was acquired by the church and used as the Haslingden vicarage until Canon Champneys became the incumbent. It is suggested tentatively that the land in the grant of 1777 lay behind the building line and was taken in order to erect a larger, or extend the existing, house and that the land taken in 1783 was, or was part of, the garden. The plan has been marked (and numbered 29) on this assumption.

of the New Inn it was occupied by George Bell (whose father married the mother-in-law of John Lonsdale) from (at the latest) 1831 to (at least) 1840. The name was changed back to its old name of Thorn during the present century.

¹ On 10 August, 1763 (*Clitheroe Court Rolls*, I, 80), Ann Hargreaves (widow of Christopher Hargreaves schoolmaster) and her sons John Hargreaves and Thomas Hargreaves surrendered to Sarah Rothwell All that new erected messuage or dwelling-house with a certain piece of ground containing in length twenty yards and in breadth twenty yards situate upon the Sheep Green and adjoining to the meadow ditch called Dobsons Meadow and betwixt the old house called Huntsmans and the causey leading to Laneside. There is nothing to identify this property with certainty but it seems possible that it is that marked 1763 on the plan.

² *Clitheroe Court Rolls*, N, 627.

Q50. John Heap for £4. A piece of land lying the highest in the sunside or south part of the Pitts, containing in length ten yards in the front and fifteen yards back or in breadth ; and another adjoining piece of land in length twelve yards and in breadth fifteen yards ; each fronting the road on Sheep Green leading to Burnley. This seems to be a later disposition and was not numbered, but to have been the parcel numbered 30 on the plan.

Q59. George Hargreaves for £9 17s. 6d. A piece of land in front of the sheep cotes of George Hargreaves and below the parcel lately purchased by John Lonsdale, and extending in a direct line from the corner of the outside wall of the last parcel to the corner running in a direct line to the gable end of the highest dwellinghouse of George Hargreaves, containing in all three hundred square yards ; and another parcel lying below the last and running in a direct and equal line with the new intended street, containing in breadth five yards and in length nineteen yards and in the whole ninety-five yards. The intended street may have been that called Parsonage Lane on the plan and now known as Bank Street, but the description is difficult to follow and it seems likely that it does not convey the draughtsman's intentions in the least. The two plots are tentatively shewn and marked 32 and 33 on the plan.

The aggregate purchase money received for the land amounted to two hundred and forty-two pounds four shillings and threepence, or sixty-six pounds fifteen shillings and ninepence less than the three hundred and nine pounds mentioned in the deed of the twenty-sixth of June, 1790,¹ without making any allowance for the costs which must have been appreciable. It seems clear, therefore, that when the land was disposed of reserving the chief rents, there must also have been capital payments which ought to have been mentioned but were not.

For some considerable time it has been known that on the eighteenth of April, 1780, the lords and lady of the manor with the consent of the homage had granted a piece of land in Haslingden to Robert Lund, but there was nothing to indicate where it lay although the court copy of the admittance was available.² A copy of this admittance is given in appendix I as it shews how in some cases such grants were dealt with ; it has endorsed a receipt for the consideration mentioned by the jury. The plan shews a triangular property with its apex in the " New Market Place " and bounded westerly by Deardengate and north-easterly by Bury Road and enclosed within a ring fence. The rectangular portion of this enclosure, lying to the south of the buildings, measures about five yards from north to south and about sixteen yards from east to west ; and the triangular open yard between the buildings and Bury Road contains about eighty-five square yards ; these which are marked 1780 would seem to be

¹ *Ante* p. 72.

² It has been deposited at the Lancs. Rec. Off. under reference DDX, 118.

the land granted in 1780 and the property within the ring fence to the north and west of the two pieces could be "Robert Lund's dwelling-house". The whole of the property was in one ownership from before 1820 until after the first world war. It will be noted that the jurors when giving consent to the grant laid down some planning restrictions.

In 1851 the town of Haslingden, which was near the centre of the Haslingden Poor Law Union and in which the Haslingden County Court was held monthly, the halmot courts for the manor of Accrington (Old Hold and New Hold) twice a year, the meetings of the board of guardians fortnightly and the petty sessions of the magistrates weekly, had no public building or room, the county courts and halmot courts being necessarily held in the national school and the meetings of the guardians and petty sessions in public houses. The county court judge had recently intimated that the national school was not properly constructed or calculated for a courthouse and that he would be under the necessity of looking out for a courthouse elsewhere unless a suitable courthouse was erected for him. Accordingly a meeting of the principal inhabitants was convened and held and unanimously resolved that a room was much wanted to be used for the county court, halmot courts, guardians, magistrates and public meetings, petty sessions, lectures, etc., etc., and a committee was appointed to take the requisite steps for getting such a building erected by means of shares. This resulted in a company named George Street Haslingden Public Accommodation Company being formed and registered under the Companies Act, 1844, on the fifth of June, 1852, with a capital of one thousand seven hundred and twenty pounds in eighty-six shares of twenty pounds each. This company purchased from Oliver Hargreave a piece of land in George Street and bounded on two other sides by Hargreave Street and Pickering Street on which a building was to be erected to contain, in addition to the courthouse, several ante-rooms for offices for clerk of the county court, robing of judge and convenience of parties attending lectures, public meetings, balls, concerts, etc., etc. The company continued to carry on until 1879 when—for reasons not known—it was wound up and the courthouse was sold to the county magistrates, and on the fourteenth of October, 1879, conveyed to the clerk of the peace and on the twenty-eighth of the same month enfranchised to him by the lord of the manor. The deeds shew that the site of the court house, which is shewn and marked 1855 on the plan,¹ was "part of a field called Dobson's Meadow", which presumably took its name from Dobson Place, and the situation of the three known pieces of land forming part of the meadow is such that the meadow itself must have extended to the Town Green, the ancient highway, and the enclosures on Sheep Green. This proves the substantial accuracy of the map when shewing the bounds of the parcel numbered 5 on the map at this point. From this it follows

¹ Grid 7823/700435.

that, until about 1780 or later, that part of the ancient highway now called Church Street ran between the unbuilt-on glebe land and the unbuilt-on Dobson's Meadow and that, except for a few houses on or about the Town Green, there were no houses in the modern town but the township consisted of scattered farms with cottages near the farm buildings. There were probably some small pieces of waste by the side of the highway from which the small enclosures in that neighbourhood had been made but the "church pittes" must have been either on the north-west of and immediately adjoining the glebe or in the vicinity of Pit Heads; the author's considered opinion is that the latter is correct.

Addendum

T281. John Hoyle for £3 3s. 0d. A piece of land containing sixty-three square yards on the north side and front of houses in the possession of Henry Haworth, John Hoyle and Lawrence Hoyle. This has been numbered 34 on the present plan.

While this book was being printed the author has seen a sketch plan dated 1837 which suggests that the parcels numbered 3, 4, 5, 6, 7, 8 and 9 on the plan *may* have been shewn twenty or thirty feet too far towards the south, the extreme southerly portion of that numbered 9 with a frontage of that amount to Deardengate not having been part of the waste granted in 1781. It is thought that this, if it is so, is not at all material.

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CHAPTER EIGHT

THE MARKET AND THE FAIRS

ACCORDING to the *Victoria History of the County of Lancaster* ¹ a fair at Haslingden was mentioned in the time of Charles I but there were then (*i.e.*, 1911) seven fairs, and the market, formerly held on Wednesday, was then (*i.e.*, 1911) held on Saturday. In the De Lacy Inquisition ² it was found that the earl had at Clitheroe a fair on the feast of St Mary Magdalene whereof the tolls with other perquisites were yearly worth six shillings and eightpence ; but there is no mention of a fair or market at either Colne, Burnley, or Haslingden,³ which is some evidence that none existed at any of those towns from time immemorial (*i.e.*, 1189),⁴ though being of a negative character it may not be conclusive, especially when it is remembered that there is the omission of any land at Haslingden held in frankalmoign which has already been mentioned ⁵ and shewn not to prove that it did not then exist ; there is, however, a great difference between land which was held in frankalmoign direct of the crown from an earlier date and outside the manor and honour on the one hand and a market franchise held consistently by the lord of a manor throughout its known existence on the other. The earl also held a market and two fairs at Castleton.⁶ There is no record of the date when a market was first held at Haslingden, but it was in existence in the first half of the sixteenth century ⁷ if not earlier ; and there is some evidence that there was an obligation on some landowners to provide the means for the inhabitants of Tottington to reach the market.⁸

On the thirty-first of January, 14 Charles I (1637-8), the king granted to Jane Kenyon a lease for sixty-six years of " All and every that and those fair and fairs within the towns and villages hereinafter in these presents mentioned that is to say All the fairs yearly held and kept and which during the term hereinafter in these presents expressed shall be held and kept at or in the town or village of " amongst others As to Haslingden upon several days hereinafter mentioned that is to say in and upon the feast day of St John the Baptist and upon the eve or day next before the said feast And also two other fairs in Haslingden aforesaid heretofore held and

¹ Vol. VI, p. 431.

³ *Lancs. Inq.*, II, 3, 5, 7, and 9.

⁵ *Ante* p. 19.

² *Lancs. Inq.*, II, 2 *et seq.*

⁴ 1 Richard I.

⁶ *Lancs. Inq.*, II, 15.

⁷ *Lancs. Markets*, 353 ; *Clith. Ct R.*, III, 184 ; *An Alphabetical List of the Markets and Fairs of Lancashire recorded before the year 1701* by Dr Tupling in *Transactions of the Lancashire and Cheshire Antiquarian Society*, LI, 96.

⁸ *Some Ewood Deeds*, 7.

kept and which during the term hereinafter in these presents expressed shall be held and kept in the said town or village of Haslingden aforesaid upon the several days hereinafter mentioned that is to say one in and upon the twenty-seventh day of April and the other in and upon the feast day of St Mathew the Apostle And also all and every the said fairs held and kept or which hereafter during the term hereinafter in these presents expressed shall be yearly held and kept at or in the several towns or villages of Colne, Burnley and Haslingden aforesaid or in all or any of them respectively in the said county of Lancaster Together with all the stallages and other profits whatsoever to the said fairs or any of them incident or belonging.

Every fair is a market, but every market is not a fair.¹

There had been earlier leases, one in 1632 being to Roger Kenyon of Parkhead in Whalley for twenty shillings a year; he may have been Jane Kenyon's husband.²

On the twenty-second of March, 13 Charles II (1661-2), the king granted to George (Monk), Duke of Albemarle, the castle, honour, and lordship of Clithero and its subordinate manors including

All that our Manor of Haslingden with its rights members and appurtenances in our County of Lancaster And all our Messuages . . . And all Rents . . . estimated to be of the yearly value of fifty-six pounds thirteen shillings and one penny by the year . . . And all and singular our Honors . . . Messuages . . . Lands . . . Demesne Lands . . . and Trees . . . Tithes . . . Rents Revenues and Services . . . Escheats . . . Bondmen Bondwomen and Villeins with their Sequels Estovers . . . Fairs Markets Tolls Tollage Customs rights jurisdictions liberties franchises privileges profits commodities advantages emoluments and hereditaments whatsoever with all and singular their and every of their rights members and appurtenances . . . situate . . . in or within the Castle Honor and Lordship of Clitherow aforesaid or in or within other the aforesaid Lordships Manors Forests Chaces Parks Farms Parishes Towns Hamlets or Places aforesaid or in or within either or any of them or elsewhere wheresoever to the aforesaid Honor Castle and Lordship of Clithero or to other the aforesaid Lordships Manors Forests Chaces . . . hereditaments and other the premises aforesaid above by these presents granted . . .³

This would not grant any new market or fair but would grant to the duke all existing fairs and markets in the places mentioned; and they continued to be exercised and enjoyed by the lords of the honour and its constituent manors until 1877 though they had ceased to be a source of revenue. From 1740, or earlier, until 1835 the tolls and stallage at Colne, Burnley, and Haslingden were let by the lords at various reducing rents, namely for the years ending at Michaelmas, 1746, eleven pounds, thence until 1782 at nine pounds ten shillings, in 1789 at seven guineas, and thence until 1835 at five guineas. Then for three years there seems

¹ 2 Coke, *Inst.* 406.

² *Early Lancashire Markets and their Tolls* by Dr Tupling in *Transactions of the Lancashire and Cheshire Antiquarian Society*, L, 114.

³ Patents 13 Charles II, part XXX, No. 3.

to have been an attempt to collect them without letting and there was a final letting for the year ending in the spring of 1839 at five pounds. After that no one would take the Colne or Burnley tolls until the Duke of Buccleuch finally handed them over to the two corporations. At Haslingden they were let for each of the years ending in the spring of 1840 and 1841 at two pounds and after an interval for the year ending at Ladyday, 1876, to Henry Haworth and James Gardiner for one guinea. It is possible that during the interval some tolls were collected but they were not remunerative. The tolls from time immemorial had been for a horse fourpence, for a cow or a calf twopence, for a pig threepence and for each sheep a halfpenny, being payable for each animal brought for sale and sold. A tollage or stallage of twopence was paid for every stall set up at each fair.

Immediately after the passing of the Public Health Act in 1875 the district of the present borough of Haslingden was formed as a Local Board of Health and there seems to have been some dissatisfaction as to the state of the market. Accordingly the Board approached the agents of the Duke of Buccleuch and without any difficulty it was arranged that the duke should sell his rights to the Board for fifty pounds. The duke, however, changed his mind and instead offered to give his rights to the Board if the latter would entirely discontinue the collection of tolls, though they would still be entitled to charge and collect stallage. This amended offer was accepted and from 1877 until the market was closed the Board and its successor the Haslingden Corporation received the stallages.

Dr Tupling has pointed out ¹ that "the assignment of different trades to separate sites was a feature common to all the larger markets; but most of the weekly marts of Lancashire were so small that segregation was unnecessary"; and that "the smallest of them, held in mere villages like Haslingden, Hornby, and Rufford, would be under the sole control of the lord's bailiff or of the person to whom the lord farmed the tolls"; and further that "the dominating feature of most market places of the sixteenth century was the town cross, though a few, like those of Warrington and Haslingden, appear not to have had a monument of that description". It is possible, however, that the old cross, of which the base is still preserved in the churchyard,² served a dual purpose. Unless it was always in the churchyard it is probable that, before it was destroyed, it was situate in the original site used for the market, which seems never to have been defined by metes and bounds.

It seems necessary to draw a sharp distinction between the fairs and the markets. In the seventeenth century there seem to have been two

¹ "Lancashire Markets", etc., in the *Transactions of the Lancashire and Cheshire Antiquarian Society*, vols LIII and LIX.

² *Ante*, p. 19.

annual fairs appointed to be held on the twenty-seventh of April and St Matthew's day (the twenty-first of September) but in the nineteenth century actually held on the eighth of May and the second of October. It seems probable that the change in date was caused by the Calendar (New Style) Act, 1752, as the difference seems to be consistent with the "lost eleven days", twelve after 1800. At some time, however, two additional dates were adopted and the fairs held quarterly on the second of February, the eighth of May, the fourth of July and the second of October. Even these were considered insufficient by the farmers and cattle dealers, and eight additional fairs were held on the second Tuesday in each of the eight remaining months. On these fair days, the Market Place and Higher Deardengate became extremely congested and dirty within the author's recollection, but all these cattle fairs were discontinued when the local farmers and cattle dealers established a private covered auction mart in the town about the year 1910. This is still in existence and does a very large business. In connection with these fairs the Haslingden Corporation published the following notice, *viz* :

CATTLE FAIRS

Notice is hereby given that in addition to the ordinary Cattle Fairs held on the 2nd day of February, 8th day of May, 4th day of July, and the 2nd day of October in each year, Cattle Fairs will be held on the SECOND TUESDAY in each of the following months, namely : January, March, April, June, August, September, November, and December. The Corporation are arranging for the provision of Pens for Sheep, and such Pens, when ready, will be fixed in Marsden Square.

No sheep will be allowed to stand in any other place without the sanction of the Corporation.

All Cattle not disposed of by 2-30 p.m. must be forthwith removed from the streets.

All Farmers and Cattle Dealers are respectfully requested to bring their Stock to the Market as early in the Morning as practicable, in order that the same may be disposed of before the time fixed for clearing the Market.

By Order,

W. MUSGROVE,
Town Clerk.

It would be interesting to know whether there was any definite connection between these fairs and their regulation and the Goose Green, the Bull Green and the Sheep Green. It is difficult to believe that such a number of geese would be brought to market as to necessitate their having a separate space allocated to them, and apparently no toll was fixed for them. It may be that although called the Goose Green it was in fact the place for all animals except cattle and sheep. The Bull Green was the place where cattle were exposed in the nineteenth century though whether they had been so previously is not known, but the dimensions of Church Street and its surroundings are such that it was probably impossible to accommodate many cattle there at any time unless there

was considerable waste land on its easterly side. The Sheep Green, however, would appear always to have been a convenient, though limited, place for sheep ; in an article in the local press in 1932 it was stated that at one time sheep and pigs were accommodated near the Thorn Hotel and the Corporation later provided pens in Marsden Square, both of which border upon the old Sheep Green though not part thereof.

With the above-mentioned article ¹ there were shewn two photographs of the Market Place and Deardengate on a fair day and on a market day, and in another article ² there was a photograph of the Town Green after the demolition of an old public house called the Waggon and Horses. The locality has now been still more opened out by the Corporation under clearance orders under the Housing Acts. If the Town Green originally included the site of that public house which had later been erected thereon without proper authority—except possibly the consent of the homage at a halmot court—it would be an open space measuring about thirty yards square. Town Green before the demolition was a short narrow street with another at approximately right angles called Town Gate.³ This was the original site of the weekly market which was in former times held on a Wednesday. It was found to be too congested, and as the town extended down Church Street and then Deardengate the market followed it, and latterly was held in the present Market Place and Deardengate. The move probably did not start until well on in the nineteenth century. Deardengate became so congested as to be wellnigh impassable on a Saturday and certainly would be for modern traffic. At some uncertain date the Wednesday market was altered to the Saturday, on which day it continued to be held for many years. This was thought to be insufficient and in 1886 the Local Board were asked to establish an additional weekly market on Tuesdays ; it was also suggested that it should be held on Wednesday. In the result Tuesday was adopted as the date for the additional market which continued to be held on that day. At the same time an attempt made to close the Saturday Market earlier in the evening failed. A later attempt on these lines was more successful though it resulted in an action by a stallholder against the Corporation in which judgment by consent was given in favour of the latter.⁴ Finally the Corporation erected a covered market on, or only

¹ In the *Haslingden Observer* for 17th December, 1932.

² In the *Haslingden Observer* for 18th January, 1936.

³ The ancient highway was along Church Street to the Town Green and then along Lower Lane and Hudrake. Another route from Town Green via Town Gate led to Newchurch and the Rossendale Valley and on to Burnley via Dunnockshaw. Another way between those two was that used by the Rev. John Wesley when he visited Haslingden from Padiham in 1788. It ran by way of Black Lane, Sherfin, along Cribdenside and into Higher Lane, according to Major D. Halstead in chapter XIV of *Haslingden's History*, reprinted from the *Haslingden Guardian* in 1929.

⁴ *Boyson versus Haslingden Corporation* (Blackburn 1913 B, no. 105).

just off, the old Sheep Green and the open-air street market finally terminated at Christmas, 1932. An account of the closing is given in one of the articles already mentioned.¹

There are still in the Haslingden churchyard some old stocks. These stood on the modern Town Green and this affords some support for the suggestion that the whole area measuring about thirty yards square was in the old days an open space ; there would be little publicity if they stood in the street as it existed when the Waggon and Horses was standing. It is doubtful whether they would be seen by any one coming from the church although he would pass within a short distance of them. It is still more unlikely that the old cross would have been anywhere except in the churchyard if the space thereabouts had been as congested with buildings as it was in 1845.

Modern maps would suggest that the old highway did not follow the Lower Lane, but the alternative, and now better, route by way of Town Gate, High Street and Hudrake ; it seems certain however that the section of the modern Hudrake lying between the point where those parts of the old road to Newchurch, now known as High Street, and Higher Lane meet and the northerly end of Lower Lane was only made under the Turnpike Act of 1789 for making roads between Bury and Haslingden and thence to Blackburn, from Haslingden to Whalley and from Haslingden to Todmorden.² The act gave power to acquire or alter certain properties, which are not now specifically identifiable, although many of the names of the owners and the approximate area within which the properties lay can be recognized. They were probably not all on the actual route adopted but close thereto, so as to allow the trustees the latitude which is now given by the limits of deviation shewn on the deposited plans. Most of the properties seem to have been needed for the Hudrake portion of the Bury to Whalley road or for the Haslingden to Todmorden road. The minutes of the meetings of the trustees have been preserved and are deposited at the Lancashire Record Office at Preston. The following minutes are in point in connection with the market. On the third of December, 1879, it was ordered that

the line of road pointed out by the surveyors leading from the butchers shop in town of Haslingden in the possession of John Robinson at Church Meadow in the occupation of Richard Whitaker across the Church Lane through the gardens of John Coup and Joseph Boothman into a meadow called the Clover in the occupation of Richard Whitaker and from thence in such course as shall be recommended by the surveyors into the old road at Hudrake

should be adopted in preference to the other lines which had been proposed.

¹ *Haslingden Observer*, 17th December, 1932.

² Public Act 1789, c. 107. This is now out of print but has been partially printed in the *Haslingden Observer*, 10th August, 1929. The author has an old official print.

On the third of June, 1790, and again a few days later, some of the trustees required the clerk to summon a meeting to consider a proposal for a different line, namely

from the said butchers' shop in the possession of John Robinson up the street in the town of Haslingden passing by a public house there the sign of the Black Dog and from thence passing by the corner of an house the property of Mr Henry Wilkinson and from thence passing before the front of the meeting house there to the point in Hudrake where Metcalf and his partners have agreed to make their lot of road to.

At a meeting on the thirteenth of July, 1790, the original order was revoked and the new proposal adopted with an order that "that part which extends from the northeast corner of Mr Bilsborrow's garden to the point where Metcalfs lot of road ends" should be let at the next meeting, and on the twenty-ninth of July, 1790, it was sold and also the order was given that certain persons should view and value three closes of meadow ground in Haslingden called the Well Meadow, the Smithy Bank and the Ing and the value should be tendered to the owners.

Particulars of the glebe have already been given ; ¹ in 1790 the land right up to the old highway and modern Church Street must have been largely unbuilt upon because it was only in 1799 that Lord Ribblesdale, having acquired it from the Archbishop of Canterbury, divided it up and sold it, though the Bury, Haslingden, Blackburn and Whalley Turnpike Act of 1789 shews that there were six houses in Church Street belonging to the Archbishop at that date. The church meadow was in fact that part of the glebe which lay to the south or south-east of the church and old churchyard and would abut on the highway. Church Lane now runs from the Town Green straight to the southern entrance to the church and it seems impossible that the turnpike road could have crossed it, though it might have been made across the end of it. There was until recently an old butcher's shop at the top of Church Street and on the opposite side to Church Lane. The Old Black Dog Inn remained until the present century. On the first of March, 1791, the turnpike trustees directed payment to Robert Lund of the value of part of his cottage taken down by John Cockerill (then surveyor) and of the cost of putting this cottage in order ; and to Mr Hargreave of the value of part of one of his cottages occupied by Thomas Chew and of the cost of taking down and rebuilding the fronts of two others occupied by James Heap and John Robinson taken in order to run in a direct line from the front of a house in the possession of Mr Hargreave to the land to be taken from the house occupied by Thomas Chew. They also ordered that the butcher's shop in the possession of John Robinson and a porch called the Stoops in the possession of Alice Willis should be taken down. Alice Willis was at the Old Black Dog and the field names can be recognized. From

¹ Chapter 4, p. 17.

this it is clear that when the old highway reached the Town Green at the top of the modern Church Street, it divided, one fork going forward still in a northerly direction along the Lower Lane to and along Hudrake and the other or Higher Lane, gradually turning more eastward and winding round the slopes of Cribden until it ultimately reached Crawshaw Booth and Burnley. The turnpike trustees abandoned Lower Lane as part of the turnpike although it remained, and still remains, a narrow road. They were probably wise in doing this, because, so far as can be judged now, it could not have been improved in a way which was worth while. Instead they widened and improved the lower portion of the Higher Lane thus forming the modern Towngate and High Street and from that point drove a new road across the fields to a point where the Lower Lane joined Hudrake. At the same time they made a new road to Todmorden through Newchurch-in-Rossendale, and the roads would be a very great improvement on those which had existed previously, but they were too high up to be really satisfactory and better roads had to be made at a lower level in or shortly after 1815 under an amending act which received the royal assent on the twenty-third of March in that year. In spite of this when it was proposed to lay a tramway from Accrington to Rawtenstall through Haslingden early in the last quarter of the nineteenth century the route first suggested was along the old turnpike road, though that idea was soon abandoned.

In a single sheet, numbered 2, taken from an old abstract, which originally contained three, or probably more, sheets and of which the provenance is unknown, it is stated that on the eighteenth of October, 1774, the lords and ladies of the manor with the consent of the homage granted to Richard Wallwork, then of Holcome but afterwards of Kiboth Crew within Tottington Lower End, fulling miller,

All that piece, plot, or parcel of ground as the same was then measured, staked, and set out containing one hundred and twenty-six superficial yards or thereabouts were the same more or less with the appurtenances situate, lying, and being upon the west and north-west sides of the dwellinghouse upon Haslingden Green called the Old Kilne belonging to the said Richard Wallwork.

It is followed in the abstract by a surrender on the seventh of April, 1807, by Richard Wallwork (not quite complete but apparently to the uses of his will) of "seven messuages, cottages, or dwellinghouses situate at or near Duerden Yate in Haslingden . . . with the outbuildings, gardens, and appurtenances" in the occupations of William Graham, Richard Rothwell, Thomas Stott, John Rushton, Edmund Birtwistle, and James Rushton, and "all other the messuages", etc., of "Rich. Wallwork within the manor of Accrington". It is not possible to identify this property; it is a reasonable assumption that Haslingden Green and Town Green refer to the same place, but there are difficulties whether

they do or do not. If they are the same, then either Church Street was formerly known as Deardengate or the Green included all three greens, the Goose Green, the Bull Green, and the Sheep Green ; if they are not the same, there is a suggestion of a fourth green, but nowhere for it to lie, because the ordnance survey maps of 1844-8 shew no property in or near Deardengate which is likely to represent the seven messuages which Richard Wallwork owned. The grant of the homage, however, shews that these grants were being made, and so supports the suggestion that the Waggon and Horses may have been erected on land taken from the Town Green though it does not prove that it was.

CHAPTER NINE

TENURES, TENURIAL INCIDENTS AND MINERALS

(A) TENURES

THERE has always been some doubt about the proper terminology to be used when describing land lying within the "copyhold" portions of the honour of Clitheroe. "Copyhold" was probably correct after the passing of the statutes relating to the compositions made in the Stuart times, whether the land was really copyhold or not. In practice the matter was of no importance, because it was recognized that the value of the land as copyhold was the same as if it was freehold;¹ but there is strong ground for believing that the tenure was in fact tenure of ancient demesne, and there is nothing to show that the pre-Conquest tenants were otherwise than free as to their persons, whether their estates were or were not free. Some, perhaps all, of the tenants were certainly of a class far above that of a villein. The nature of the tenure in ancient demesne has been clearly defined by Professor Vinogradoff.

The old law books [he says] mention one kind of villainage which stands out in marked contrast with the other species of servile tenure. The peasants belonging to manors which were vested in the crown at the time of the Conquest follow a law of their own. Barring certain exceptions . . . they enjoy a certainty of condition protected by law. They are personally free, and although holding in villainage, nobody has the right to deprive them of their lands, or to alter the condition of the tenure, by increasing or changing the services. . . . Legal practice is very explicit as to the limitation of ancient demesne in time and space. . . . It is composed of the manors which belonged to the crown at the time of the Conquest,²

including those "which had been given away subsequently", but not "such as had lapsed to the king after the Conquest by escheat or forfeiture", nor "possessions granted away by Saxon kings before the Conquest".

¹ *House of Lords Committee*: Evidence of John Woodcock, and in particular Q. 2341 not dissented from by the steward, Arthur Ingram Robinson. This was confirmed by the official valuers under the Finance (1909-10) Act, 1910, who said that a correct valuation was impossible because the gross value (*i.e.*, the market value as freehold free from all charges) was the same as the total value (*i.e.*, the market value in its actual state as copyhold), although the cost of enfranchisement had to be deducted from the gross value in order to ascertain the total value. This resulted in the following impossible equation, namely, £500 (gross value) - £15 (cost of enfranchisement) = £500 total value.

² *Villainage in England*, 89, citing Bracton, 209: "*Villenagium privilegiatum . . . tenetur de Rege a Conquestu Angliae*". Cf. Blackstone, *Law Tracts*, II, 128.

In order to ascertain what lands were held in ancient demesne [he continues] the courts reverted to the Domesday description of *Terra Regis*.¹ As a rule these lands were entered as crown lands T.R.E. and T.R.W., that is, were considered to have been in the hand of King Edward in 1066, and in the hand of King William in 1086. But strictly and legally they were crown lands at the moment when King William's claim inured, or to use the contemporary phrase "on the day when King Edward was alive and dead". The important point evidently was that the Norman king's right in this case bridged over the Conquest, and for this reason such possessions are often simply said to have been royal demesne in the time of Edward the Confessor. This legal view is well illustrated by a decision of the King's Council, quoted by Belknap, Chief Justice of the Common Pleas, in 1375. It was held that the manor of Tottenham, although granted by William the Conqueror to the Earl of Chester before the compilation of Domesday, was ancient demesne, as having been in the hands both of St Edward and of the Conqueror. And so 1066 and not 1086 is the decisive year for the legal formation of this class of manors.²

Now, according to the Domesday survey, the whole of the land between the Ribble and the Mersey had belonged to Edward the Confessor. After the Conquest, the whole area had been given to Roger of Poitou, but in 1086, when Domesday Book was compiled, it was in the hands of William the Conqueror. With regard to the hundred of Blackburn, it is stated that King Edward held in demesne two hides and two carucates, *i.e.*, fourteen carucates, of land (which included the townships of Blackburn and Whalley) and the townships of Huncoat, Walton-le-Dale, and Pendleton (seven carucates), and that "to this manor or hundred belonged twenty-eight free men holding five hides and a half and forty carucates of land for twenty-eight manors". The whole manor with the hundred yielded to the king a rent of thirty-two pounds and two shillings. The record further states that Roger of Poitou gave the hundred to Roger de Busli and Albert Greslet who had let the demesne to farm to a number of men who had eleven plough teams and a half, but, probably owing to the poverty of the soil, had allowed them to be free (from rent) for three years; therefore it was not then valued. From these entries it is evident that the hundred of Blackburn, which later became the honour of Clitheroe, was *terra regis*; it was a royal possession at the time of the Conquest, and though the Conqueror had granted it to Roger of Poitou, who in turn had granted it to two of his barons, Roger de Busli and Albert Greslet, it had reverted to the king before 1086.

¹ Early in the eighteenth century the court held that ancient demesne is the land under the title *de terra regis* in Domesday Book, and no other. (*Hunt v. Burn* (1701), *I Salkeld's Reports*, K.B., 57; 91 *English Reports*, 55.)

² *Villainage in England*, 90, citing *Y. B. Trin.* 49 Edw. III, pl. 8. (Fitzherbert, *Abr. Monstraver*. 4) '*touts les demesnes qui fuerent en la maine Seint E. sont aunciens demesne, mesque ils fuerent aliens a estraunge mains quant le liver de Domesday se fist, come il avient del manor de Totenham qui fut en autre maine a temps de Domesday fait, come en le dit livers fait mencion, que il fuit adonques al Counte de Cestre*'.

In the case of an ordinary manor there were rarely more than two classes of tenant that can be called legal classes, the freeholder and the copyholder, *i.e.*, the free tenant and the villein. On the ancient demesne there were at least three. This distinction is as old as the time of Bracton. The names may differ but the classes exist.¹

The freehold of land held by the tenure of ancient demesne is in the tenant and not in the lord of the manor,² but by custom freehold ancient demesne as well as copyhold may pass by surrender and copy and shall descend to the youngest son or daughter.³

In the De Lacy inquisition of 1311 the various classes of tenant holding land in the honour of Clitheroe are set out. There are the tenants of the military fiefs holding by military service; free tenants at certain rents; the burgesses of Clitheroe for their burgages. Then there are the tenants at will, tenants in bondage, customary tenants holding in bondage, cottagers, villeins holding in bondage, cottagers holding in bondage. The inquisition draws a distinction between the classes and more than one will appear in the same vill. In some cases the land is referred to as heirable land. Two measures are used, the oxgang and the acre. Freeholders hold by the oxgang and the acre. Many tenants in bondage hold by the oxgang. This appears to be an older tenure. An oxgang contains fifteen or sixteen acres and is one-eighth of a carucate. The fixed rent varies; in Preston it is two shillings; in Colne and the Marsdens three shillings, in Burnley five shillings; and in Padiham as much as six shillings and eightpence. In addition in the latter cases there are commuted rents for works neglected which at most are only one-sixth of the fixed rents. They are fourpence per oxgang in Colne and Burnley and sixpence in the Marsdens, and eightpence in Padiham. The rents in Burnley of five shillings and fourpence together equal the customary fourpence per acre paid for the other holdings. The tenants at will usually hold by the acre; in some cases it is the demesnes which are stated to be so let.⁴

According to Domesday the customary rent of land in Blackburn hundred was two ores of pence for each carucate and in addition the tenant helped to make the king's houses with their appertainings, the fisheries, the enclosures in the wood and the deer hays; and he also sent his reapers one day in August to cut the king's crops. The ora was twenty pence or, according to the *Victoria History*, sixteen pence; the carucate contained either one hundred and twenty or one hundred and twenty-eight acres.

¹ Pollock and Maitland, *Hist. Eng. Law*, I, 390-2.

² *Merttens v. Hill* (1901), Ch. 842.

³ *Trowel v. Castle* (1661), 1 *Keble's Reports*, 21: 83, E.R., 787.

⁴ The phraseology, but not the accuracy, of this paragraph has been questioned. It has not been altered because it is thought to be a quotation, though the source cannot be traced. It is actually taken from the brief for the copyholders at the enquiry held pursuant to the Property Acts 1922 and 1924.

In the De Lacy inquisition ¹ three individual holdings are mentioned at Haslingden. Sir Robert de Holand held The Ewod at a rent of five shillings but the area is not given.² Robert de Holdene held forty acres at a rent of thirteen shillings and one penny farthing, which is the usual customary rent of fourpence an acre and it has been dealt with ;³ Adam de Holdene held sixty acres at a rent of two shillings, which would seem to be a holding of half a carucate at the customary rent of one shilling and eightpence (or one shilling and fourpence) with the addition of fourpence (or eightpence) as a commuted rent for works or services no longer performed.⁴

It is uncertain what was the relationship between Robert and Adam de Holden. Robert de Holden, fifth in descent in the pedigree,⁵ was living in 1313 and had a son Adam living in 1333. Adam had sons Robert, who died without issue, and Nicholas, who died about 1350. Nicholas had sons John, who died without issue (*temp.* Rich. II), and Robert, who had a son Adam living in 1386, who in turn had a son Robert living in 1385, who in turn had a son Adam living in 1411. The sixth generation was living one hundred years after the ancestor was alive. Henry de Lacy, however, had granted in March, 3 Edward I (1301), to Robert Holden all the land which Robert *fitz* Gilbert de Holden had held of him in Haslingden at a rent of nine shillings and one penny,⁶ so that Robert de Holden in the inquisition would seem to have been Adam's brother (or possibly son). Since both Robert the son and Robert the grandson of the first-mentioned Robert died without issue, it seems certain that whichever Robert was named in the inquisition the two estates would ultimately devolve together.

"If the tenant is holding in villeinage, the common law pays no heed to any customary rights he may have"; and his lord can alienate the land and his services of his own motion. "If, however, the tenant on the land was a freeholder whether for life or in fee, the case was not so simple" and attornment by the tenant to the new lord was required.⁷ Henry V towards the end of his reign granted his lands in the county of Lancaster parcel of the duchy of Lancaster to the Archbishop of Canterbury and others as feoffees and they subsequently regranted the lands to Henry VI, who on the twenty-fifth of May, 21 Henry VI (1443), by mandate under the duchy seal directed the Earl of Salisbury as Steward of the Duchy and the receiver to take possession and receive the attorn-

¹ *Lancs. Inq.*, II, 9; *De Lacy Inq.*, 13. The Abbot of Kirkstall's land was in Extwistle not in Haslingden.

² This holding has already been dealt with in *Some Ewood Deeds*.

³ Chapter 5. ⁴ This holding also has been dealt with in Chapter 5.

⁵ Whitaker, *Whalley*, II, after 304.

⁶ This is the figure in *Harl. MSS.*, 2074, f. 61, but the rents differ in other versions and five shillings and two shillings are given in some.

⁷ Pollock and Maitland, *Hist. Eng. Law*, II, 93.

ments of the tenants. Appended to the mandate is a list of the persons who attorned for the various townships or manors ; and under Haslingden is a list of forty-two tenants, who are treated as if they were freeholders ; some seem to have no connection with land in Haslingden. Amongst the tenants are a number whose surnames are the same as those of the tenants appearing in a rental for the year 1527 and again in the rentals of 1662.¹ In the case of Christopher Holden the pedigree shews that the later persons are in fact his descendants. An analysis is given in appendix J. In 1527 only ten tenants are named, of whom seven seem to be the successors of those named in 1443 and another (Robert Duerden junior) had in fact the same surname as one of the earlier tenants, so that only Hugh Gartsyde and Robert Newell were newcomers. The rolls shew that one of these—Gartside—was acquiring land from strangers by grant ;² Robert Neuell may have been the representative of an earlier tenant, possibly a Holden.

In 1662-3 there are two lists ; one was presented by a wapentake jury for the whole honour sitting at Padiham which distinctly states that it is a list of freeholders paying puture rents ; the other was presented by a local jury setting out the rent which each tenant paid for his holding.³ All the names in the list of freeholders reappear in the other list, in which the property is treated as copyhold. It will be noted that the name Duerden or Dearden appears in all four lists, *i.e.*, it is in the freeholders lists of 1443 and 1663 and in the copyholders' lists of 1527 and 1662 ; the land, Dearden Place, has been identified and has been assured as copyhold. An even clearer case is Carterplace. In 1425 Thomas Carter surrendered this land measuring fifty-four acres to Henry le Carter who in 1443 is a freeholder. In 1527 the heirs of Thomas Carter paid a copyhold rent of eighteen shillings, the correct copyhold rent for that acreage. The land was given to endow a chantry in Haslingden church, forfeited on the dissolution of the chantries, granted out afresh at the old rent and under the name of Carterplace, containing fifty-four acres, and subdivided between amongst others Chadwick and Taylor. In 1662 Hugh Taylor and others, owners and occupiers of the land called Carterplace, as freeholders pay a puture rent of sixpence, but they also appear in the copyhold list of the same year paying rents in agreement with the acreage they acquired on the subdivision.⁴ In the more modern deeds it appears that Sir Andrew Chadwick had in Queen Anne's reign held a portion of the modern Carterplace, which was in agreement, both as to acreage and rental, with that which the Chadwicks held in 1662 and which was, until 1926, assured as copyhold. There can be no doubt but that the free-

¹ *Clith. Ct R.*, I, 497 at pp. 501-2 ; II, 426 at p. 432 ; III, 408, 419 *et seq.*

² Dr Tupling has dealt with his acquisitions, *Econ. Hist. Ross.*, 238-9.

³ *Clith. Ct R.*, II, 426 at p. 432 ; III, 419 at pp. 421-3.

⁴ *Clith. Ct R.*, II, 432 ; III, 421.

holder of 1443 (and 1663) held the same land as the copyholder of 1925, although freehold land in 1443 could not afterwards become copyhold because of the statute *Quia Emptores* enacted in 1290.

Dr Tupling has made some researches into the payment of puture rents in Lancashire and formed the view that in 1440 or 1450 the persons paying were "all freeholders—tenants in socage, by knight service, or in thegnage—and either lords of manors or principal landowners of townships"; that the obligation was not manorial and that tenancies in the demesne manors were for the most part excluded probably because lands in those areas were chiefly held as copyholds or by customary tenure.¹ He pointed out that the tenants of the ancient freeholds of Holden and Broad Holden were named but not the tenant of Ewood,² and that "by the seventeenth century puture in Blackburnshire had been commuted to an annual money payment called 'puture rent'", which in many of the townships was "assessed amongst the inhabitants", collected and paid over to the bailiff of the wapentake by the constable.³ Dr Tupling concluded that "the obligation rested upon the holders of certain free tenements of ancient origin, and that, however originally imposed, it had been restricted by custom to those tenants. Unfree and customary tenants and the holders of tenancies at will were always immune",⁴ but, for example, Robert Fish who only paid a commons rent of sixpence in 1662, which indicated that he had one acre enclosed from the commons in the sixteenth century, paid a puture rent of one penny at the same date.

It is difficult to reconcile this with the facts in Haslingden. So far as Holden and Broadholden are concerned the evidence is inconclusive, because in both cases there was land which was held under the two tenures, part being freehold and part "copyhold", and the liability might attach to the whole or either part, but Carterplace which was not in the earlier list was liable in 1662 and was entirely "copyhold". If all the land in Haslingden was freehold in ancient demesne as is here contended, the liability is consistent with Dr Tupling's argument; and the latter supports that of the author.

If this suggestion be correct, it may be asked why there should be two different freehold tenures in the same town. It is probably impossible now to answer the question with certainty, but there is one difference which might account for the position. The three estates which have always been treated as freehold⁵ may all have originated in, or been confirmed by, *post* Conquest grants. So far as two of them are concerned there is some confirmation in the grants of 1272 and 1301,⁶ and there may have been some similar grant or grants of the Ewood estate, all trace of

¹ *Royal and Seignorial Bailiffs of Lancs.*, 52.

² *Op. cit.*, 53, n. 1.

³ *Op. cit.*, 53, n. 3.

⁴ *Op. cit.*, 53.

⁵ The glebe is considered to have been held by the church before the Conquest and therefore not material on this point.

⁶ *Ante* pp. 32, 33.

which has been entirely lost. It was indubitably of great antiquity as the small rent shews,¹ and the details of it in the De Lacy inquisition² are meagre in the extreme. The other land, however, having been held by the ancestors of the post-Conquest tenants in Anglo-Saxon times, may be a survival of an Anglo-Saxon holding with all its incidents, and possibly a more advantageous tenure than a freehold created by the Normans.

Apart from the three freehold estates and the glebe, there were in 1311 one hundred and eighty-three acres held by divers tenants at will,³ but no such land seems to have existed in Haslingden except in the form of the large holdings and these were few in number, so that there was in fact no room for tenants at will or villeins, unless they were subtenants of the immediate tenants who may have been considered to hold direct of the lord of Clitheroe. Thus the nuclei of copyhold tenancies were non-existent. As already shewn,⁴ there were in 1443 seven tenants, six of whom had representatives in 1527, and in 1662. In 1527 these six and four others paid a rent of nine pounds and threepence halfpenny,⁵ which at fourpence an acre is the rent of five hundred and forty-one acres; that acreage was vastly more than the area of the land tenanted in 1311, so that it is only reasonable to assume that the area enclosed in 1527 included all that was enclosed in 1443 and 1311.

According to the ordnance survey of 1844-8 the township of Haslingden contained in statute acres		4341
and calculations from that survey shew that the ancient glebe contains	20	
the new glebe	10	
the Ewood estate	274	
and the land in the grant of 1614	170	
a total of freeholds of		<hr/> 474
leaving for all the copyholds		<hr/> 3867
The old enclosures based on a rent of £9 os. 3½d. at 4d. an acre were 541 Lancashire acres or in statute measure	1006	
the further enclosures to 1662 based on the rent of £11 14s. 10½d. less the above £9 os. 3½d. or £2 14s. 7d. at 4d. an acre were 164 Lancashire acres or in statute measure	205	
The new enclosures from the commons based on the rent of £30 6s. 8d. at 6d. an acre were 1214 Cheshire acres or in statute measure including 560 acres of commons still unenclosed but included in the rent	2568	3779
a difference of only		<hr/> 88
acres of which at least		<hr/> 44
are needed to meet the grant of 1586 and the remaining		<hr/> 44

¹ It seems to be about one carucate in area for which the rent was five shillings, ante p. 51.

² *Lancs. Inq.*, II, 10; *De Lacy Inq.*, 13.

³ *Lancs. Inq.*, II, 9; *De Lacy Inq.*, 13.

⁴ *Ante* p. 93.

⁵ *Clith. Ct R.*, III, 408.

may easily be accounted for by other enclosures after 1662 and by fractions of an acre in the measurement of the various enclosures.

It seems obvious that Haslingden was in early times different in some respects from the other townships in Blackburnshire, and it has been suggested that Haslingden had no halmot court and that Huncoat, which is referred to by name in Domesday, was in the same position ¹ (though at a later date they were attached to the halmot of Accrington), and that their domanial business was done at the Clitheroe court, where Robert de Holden was in 1305 fined twenty pounds "for his many transgressions of which he was convicted before the Earl".² If indeed there was no halmot court for Haslingden, it might account for the error in the De Lacy inquisition of 1311 ³ in which the half carucate at Extwistle held in frankalmoign by the Abbot of Kirkstall at a rent of ninepence halfpenny follows immediately after the land of the tenants who paid freehold rents at Haslingden, and his pecuniary rent is included in the total sum of four pounds twelve shillings and one penny accounted for there; this mistake would be more easily understood if the tenants were all dealt with at Clitheroe and not locally.

One of the tests of the old base or villein tenure from which the pure copyholds were derived was the payment of merchet on the marriage of the tenant's daughter. This payment is referred to and discussed by Pollock and Maitland in the *History of the English Law*.⁴ The receiver was charged at Colne with two merchets amounting to thirteen shillings and fourpence in 1295-6 and with five merchets amounting to four shillings and sixpence in 1304-5 and at Ightenhill with two amounting to one shilling and sixpence in the latter year. In the earlier year he was allowed the thirteen shillings and fourpence for the merchets of the two women, with which he had been unjustly charged because they were of free condition.⁵ In no other manor are there similar charges, which suggests that although there were villeins in some of the manors, in others, including Haslingden, there were none. It is true that in February-May, 1311, there was received three shillings and fourpence for recognizances of villeins in Haslingden and other sums in other manors,⁶ but it has been suggested ⁷ that the suitors at the Blackburn wapentake court included villeins who were not the earl's villeins, and that the court derived "from Anglo-Saxon days, a communal court still really unchanged at the opening of the fourteenth century", which supports the arguments of this work. It is suggested that the "divers tenants at will", who in 1311 held one hundred and eighty-three acres and one rood of land in

¹ Ault, *Private Jurisdiction*, 293.

² Ault, *Private Jurisdiction*, 284; *De Lacy Comp.*, 110, 182.

³ *Lancs. Inq.*, II, 10; *De Lacy Inq.*, 13.

⁴ I, 372. ⁵ *De Lacy Comp.*, 4, 119; 99, 176; 103, 178; 17, 127.

⁶ *Lancs. Inq.*, II, 32.

⁷ Ault, *Private Jurisdiction*, 288.

Haslingden,¹ were very few in number and were freeholders in ancient demesne, but that they, as mesne landlords, had a number of subtenants who were in fact *their* tenants at will. It is certain that Robert de Holden could not personally farm the land which he held in Haslingden as well as that at Simonstone and elsewhere, and at the same time attend on Thomas, Earl of Lancaster, when dealing with Piers Gaveston, and act as keeper of Hastings Castle.²

(B) TENURIAL INCIDENTS

In general copyhold land was worth much less than similar freehold land owing to the rights of the lord of the manor which varied from manor to manor but were usually onerous. In the honour of Clitheroe this was not the case, because the lord's rights were limited (a) to a small fixed certain copyhold rent calculated at most at the rate of sixpence halfpenny per customary acre, which was certainly greater than the statute acre,³ and (b) to the ownership of the minerals with the right of working, getting, and disposing of these on payment of compensation for damage done to the copyhold tenement. These mineral rights of the lord were claimed to be his by custom but they might really be based upon express reservation in the royal mandate to grant the land.⁴ Some confirmation of this is afforded by the fact that in Tottington the minerals, except possibly coal, under the ancient enclosures belonged to the copyholder, with the right to work, get, and dispose of them, to the entire exclusion of the lord. The point is of purely historical interest because it is much too late to question the lord's rights, even if it were possible now to ascertain which were the ancient enclosures. It would not pay to work minerals, other than coal which now belongs to the Coal Commission, under the old enclosures if, as is probable, these comprised only the more central areas, since the compensation for destroying the surface would exceed the value of the minerals got. One result of this has been to make possible the industrial development of this part of Lancashire, extending from and including Colne in the north to Ramsbottom in the south, in the late eighteenth and nineteenth centuries. If the land had been held on the usual copyhold tenure, such development would have been hindered, because of the rights of the lord of the manor for which the accepted compensation in other manors on enfranchisement included twenty per cent. or one-fifth of the annual value. In the honour of Clitheroe this item in the compensation was ultimately fixed by the Minister of Agriculture and Fisheries, as previously stated,⁵ at two and one half per cent. only, which is only one-eighth of that payable under the usual scale.

¹ *Lancs. Inq.*, II, 9; *De Lacy Inq.*, 13.

² Wilfred H. Holden in *Haslingden Observer*, 30 August, 1930.

³ By seventy-five per cent., if not more than double.

⁴ *Clith. Ct R.*, II, 393 at p. 395, but the direction to reserve the woods and underwoods was disregarded.

⁵ P. 2.

It has already been mentioned ¹ that the copyholder could let his land for any length of term without obtaining any licence from the lord. There have been a few leases for ninety-nine years, a period which used to be common for building leases in other parts of the country. In the honour the terms for over a century were usually for nine hundred and ninety-nine years, or on some estates one thousand years; and there have been a few for nine thousand nine hundred and ninety-nine years and one for ten thousand years. It is not known what is the oldest reference to leases on the court rolls which are still extant, but leases are recognizable in conveyances as early as 1377 at Worston in apparently the earliest roll which is still in being and as 1518 at Chatburn;² while in 1425 there is the record of an action between landlord and tenant at the halmot of Ightenhill.³ Entries relating to leases in the court rolls are too numerous to be dealt with specifically but many references to them will be found throughout their publication.

In one respect there was a difference between the Clitheroe copyholds and freeholds. In both a husband was entitled to an estate by the curtesy out of his wife's lands of which she was actually seised and of which her issue by him actually born was capable of inheriting; but the wife's right to dower (or freebench) was limited to one-fourth and did not extend to one-third, as was the case in respect of freehold land. Apart from this fractional difference, the copyhold dower, or freebench, had all the incidents and inconveniences which attached to dower out of freehold land under the common law; and it extended to all land, of which a husband was at any time during the coverture solely seised, and which her issue could inherit, even though he had in his lifetime sold and assured the land to a purchaser for full consideration; and this inchoate right had priority over the husband's creditors in a bankruptcy. The Dower Act of 1833 did not apply to copyholds, and the only way in which a wife's right could be barred during the coverture was by her joining in a surrender to the purchaser and being examined by the steward of the manor or one of his deputies and admitting that she had concurred voluntarily and without marital constraint.⁴ Sir Benjamin Cherry has questioned the correctness of this view,⁵ but his contention is contrary to the opinion

¹ P. 2.

² 51 Edward III, *Clith. Ct R.*, I, 3; I, 53.

³ *Clith. Ct R.*, II, 5.

⁴ It could be barred by an ante-nuptial marriage settlement, which might be merely a release by the intended wife, a form of document of which the author does not recollect an instance not prepared by his own firm. It is some confirmation of the usual felicity of the marital relationship that the author, after an experience of half a century, remembers no case in which a wife refused to concur, voluntarily and without receiving any consideration, unless there was already a separation, in which latter case there would usually be no attempt to sell except to a person who was prepared to risk the survivorship of the wife; sales have been postponed for years because of the inchoate right.

⁵ Wolstenholme and Cherry's *Conveyancing Statutes*, Ed. XI, I, 62.

of every counsel who was consulted during the nineteenth century and contrary to the universal practice acquiesced in by all concerned, including trustees in bankruptcy during that period.¹ The widow's rights are frequently referred to in the court rolls, and "forbids" were made and entered on the rolls by or on behalf of wives in connection with their husbands' alienations. In modern times this procedure has not been thought to be necessary, and perhaps it originated in the fact that at the common law dower could be barred by a fine to which the wife was a party from which it was argued that the copyhold fine—in fact a different thing—had the same effect though the wife did not concur therein. It seems clear that the separate examination of a married woman by the stewards—in actual fact it was no real protection to her, as she was merely asked in her husband's absence whether it was her signature and whether she concurred voluntarily—was analogous to the separate examination which took place when a fine was levied or to that by a perpetual commissioner which took its place under the Fines and Recoveries Abolition Act, 1833. The procedure may have originated by custom because there was a similar custom in the manor of Cheltenham which was confirmed by a private act which settled the customs of that important manor.²

There is some trace on the court rolls of a rule or custom that the copyholder could not disinherit his issue by alienation during his life. There are many instances of "forbids" being entered against admittances "in right of the objector's inheritance". It is not apparent what was the exact right claimed and in one large case where the claim was made "by all the tenants of Hoddlesden"³ it seems more likely that it was a claim by the tenants of the land surrendered in respect of their tenancies, or possibly it was based upon some mistaken idea that Hoddlesden was an old village community—which it could not have been as it had been one of the vaccaries—and that the land within it belonged to

¹ Sir Benjamin Cherry relied on *Lacey v. Hill*, 1875, L.R. 19 Eq. 346; 44 L.J. Ch. 215; 32 L.T. 48 and *Re Thomas*, 1886, 34 Ch. D. 166, which in fact do not support his contention. The first related to the Wills Act, 1837, and a manor where the husband could bar the dower or freebench, and the second was a case of dower out of freeholds under the Dower Act, 1833. It has never been suggested that after the Wills Act, 1837, a copyholder could not devise his copyholds subject to his widow's dower or freebench or that he could not by his will put her to her election, *i.e.*, she could either claim the benefits given to her by the will or her dower or freebench but not both. A widow was held entitled to dower or freebench notwithstanding a will and the Dower Act, 1833, did not apply to copyholds. *Powdrell v. Jones* (1854), 2 Sm. & G. 407; 3 Eq. Rep. 63; 24 L.J. Ch. 123; 24 L.T.O.S. 88; 18 Jur. 1111; 3 W.R. 32.

² 1 Car. 1, c. 1; and see *Riddell v. Jenner* (1833), 10 Bing. 29; 3 Moo. & S. 673; 2 L.J.C.P. 248; *Doe d. Riddell v. Gwinnell* (1841), 1 Q.B. 682; 1 Gal. & Dav. 180; 10 L.J.Q.B. 212; 6 Jur. 235.

³ *Clith. Ct R.*, III, 150.

that community ;¹ a similar idea with better foundation might apply in Haslingden.²

In some cases, however, there seems to have been a wider claim, though one mixed up at times with a custom forbidding entail. It is difficult to appreciate exactly what this latter was. One version of the customs³ seems merely to forbid the legal estate being entailed, though the equitable interest could be by means of a trust in an "intent", or in a deed or a will. A second version⁴ does not mention the matter. A third version⁵ is similar to the first referred to. A fourth version, printed at Bury in 1793, seems to be another copy of that first mentioned.

There is a very unsatisfactory case on the rolls of the manor of Ightenhill, if correctly printed. Elizabeth Pierson, the daughter and heir of Richard Pierson, brought an action against her uncle, Thomas Pierson, claiming that he had deprived her unjustly of Bankehowse, Burnley, she being the heir general and he heir in tail male under an entail made by Ralph Pierson, her grandfather and his father. She succeeded because the copyhold jury found that the entail was made by Ralph a year or more after his death and that copyhold land could not be entailed on heirs male ;⁶ apparently also Thomas Pierson was a trustee for his niece. On her death her son, William Halstead, was admitted tenant on the eighth of November, 6 and 7 Henry VIII (1514).⁷ In 1561 Robert Pierson, the son of Thomas Pierson, brought an action against William Halstead, based upon the same entail, which was dismissed on the ground that the matter had been finally disposed of by the judgment of the twenty-four jurors in the first action.⁸ In the second action the terms of the entail are set out, and it would seem that the limitation was not in tail male but in tail general, so that the question of custom did not really arise ; because, first, the alleged deed of entail was a forgery, and, secondly, even if it was not forged, Elizabeth Pierson, and after her her son William Halstead, were entitled under the deed before Robert Pierson or his father Thomas Pierson.⁹ There was a similar claim at Chatburn, Worston and Pendleton in 1525, when John Chatburne, son of Thomas Chatburne, claimed against the sisters of Richard Chatburne, who were presumably the children of an elder brother of Thomas, with the same

¹ Cf. Maitland, *Domesday Book and Beyond*, 142.

² Cf. *Lancs. Inq.*, II, 235.

³ *Clith. Ct R.*, I, 478, custom 20 at p. 480.

⁴ Whitaker, *Whalley*, I, 265.

⁵ Whitaker, *Whalley*, I, 291, at p. 294.

⁶ *Clith. Ct R.*, II, 14 ; Whitaker, *Whalley*, II, 158.

⁷ *Clith. Ct R.*, II, 41.

⁸ *Clith. Ct R.*, II, 319.

⁹ It is possible that there is a mistranslation of the rolls because "as of fee tail, viz., *filius masculus de corpore suo legitime procreatus, per formam donacionis predictae*" certainly contains a mistake either in the original or the extract at *Clith. Ct R.*, II, 319 ; "fee tail" there should be "fee tail male" if the Latin is correctly copied.

result but unfortunately the basis of the claim is not stated, although the claimant seems to have limited his claim to a house and three acres and disregarded a house and eighteen acres "of oxgang land" and three and a half acres of land.¹

The Pierson case was expressly followed in the forest of Trawden in 1565, when two other cases in Accrington and Ightenhill at courts, of which the rolls are no longer in existence, were also referred to.² This seems to be a clear decision against a legal or equitable limitation in tail *male*, because the surrender purported to create an equitable tail *male*, but it is not in accordance with the customals which prohibit legal limitations in tail but permit any equitable estate, because "all manner of uses may be expressed in an intent or schedule". There is a direct limitation in tail on the court rolls at Accrington in 1546, when Richard Lache surrendered to Robert Ryley and his wife, Betterize, in tail, reserving a life interest to Richard Lache and with remainder to Richard Lache and his heirs.³ There is also an equitable limitation in tail *male* on the court rolls of Ightenhill in 1565, when Lawrence Blaykay surrendered to trustees, one of the trusts being for Henry his son in tail *male*.⁴ The matter seems to have engendered considerable controversy and was investigated by a jury of twenty-four at Colne in 1556, when the findings were in accordance with the customals before referred to,⁵ but the jury seem to have avoided deciding whether there could be a trust in tail *male* and whether relations could be disinherited.⁶ Despite this finding there is a surrender in 1561 at Chatburn, Worston and Pendleton,⁷ which seems to be contrary to it unless the only issue was between entails in tail which were valid and entails in tail *male* which were not, but in that case the jury must have used the expression "in tail" when they meant "in tail *male*". There certainly seems to have been great controversy and seemingly greater confusion.⁸

¹ *Clith. Ct R.*, I, 57, 58, 76.

² *Clith. Ct R.*, I, 462.

³ *Clith. Ct R.*, III, 140.

⁴ *Clith. Ct R.*, II, 351, 352.

⁵ *Clith. Ct R.*, I, 414, 417.

⁶ One of the questions was whether there could be feoffees to be "seised to the use and behoof of another person or persons who are not connected with the donor by any affinity of blood", *Clith. Ct R.*, I, 415.

⁷ *Clith. Ct R.*, I, 199.

⁸ The plot of *Pride and Prejudice* by Jane Austen is largely based upon the effect of an entail: Mr Bennett's estate devolving on his death to Mr Collins because Mr Bennett had no son, thus leaving his daughters ill provided for. This has been criticized by lawyers on the ground that Mr Collins could not in practice be the successor to Mr Bennett under any proper entail. The position has actually occurred in Haslingden where a valuable estate was settled by "*Bennett*" on his son for life then on his grandson for life then on the grandson's sons in tail *male* failing whom it was settled on "*Bennett's*" daughters for life and then on their sons in tail *male* and, since "*Bennett's*" grandson had only daughters, "*Bennett's*" daughter's issue, "*Collins*", became entitled on his (*Bennett's*) grandson's death, leaving the grandson's daughters ill provided for.

Dr Tupling has shewn in his *Economic History of Rossendale* ¹ that Roger Gartsyd, after acquiring the Carterplace estate at Haslingden, disposed of twenty-seven acres, or half thereof, to Robert Haworth, who in his turn disposed of twelve acres,² retaining the remaining fifteen acres. Some time in Queen Elizabeth's reign Robert Haworth, or possibly his son,³ sold these fifteen acres, and on the tenth of December, 45 Elizabeth (1602), William Meadowcroft surrendered them to the use of Oliver Chadwick and James Chadwick in trust to perform the will of Ellis Chadwick, the great grandfather of Sir Andrew Chadwick who was himself admitted tenant on the eleventh of October, 1726, as heir of Ellis Chadwick, the son of Ellis Chadwick the elder and the devisee under his will.⁴ Notwithstanding this lapse of over a century Robert Haworth, a descendant of the earlier Robert Haworth, instituted proceedings in the Duchy Court of Lancaster in 1719 against Sir Andrew Chadwick claiming this portion of his ancestor's estate.⁵ The grounds on which this claim was based are not known but, in the circumstances, it must have been suggested that the sale was not authorized; the only way in which this could be supported would seem to be under a mistaken notion that disinherison was forbidden by the custom of the manor. That there was some such idea seems to be confirmed by the steward's action at Colne in 1556, and it may be founded on a tradition, dating from pre-Conquest days, of the family rights under Scandinavian custom by which the holding only became "odal" by inheritance after four or five forefathers had held it before him. "The odal-born man inherits land from his grandfather's grandfather"⁶ and "some trait of tribal custom may lurk" "in the traditional habit of granting leases for three lives only", who are not named but are successive heirs as, for example, father, son and grandson "so that a holding might ultimately return to the lord". Perhaps "the English church had accepted as a rule of sound policy, if not as a rule of law, the novel of Justinian which set the limit of three lives to leases of church lands".⁷ The action *Haworth v. Chadwick* was not proceeded with, but it is not known why the plaintiff discontinued; it seems to be clear that he could not have been successful.

¹ *Econ. Hist. Ross.*, 81-83.

² *Clith. Ct R.*, III, 161, 197, 238.

³ The court rolls have not been printed and published to a later date than 1567 and it has not been thought worth while to search the original rolls in order to find and refer to the actual surrender.

⁴ *Chadwick Report*, 264-7.

⁵ *Chadwick Report*, 264.

⁶ Seebohm, *Tribal Custom in Anglo-Saxon Law*, 271.

⁷ Seebohm, *Tribal Custom in Anglo-Saxon Law*, 524, 525, *Domesday*, 303, 304 to 307. Leases at Bury were usually granted for three lives, later changed to leases for ninety-nine years and later still for nine hundred and ninety-nine years. Were leases for ninety-nine years adopted as being on the average the equivalent of three generations? In the author's family, reckoning heirs male only, the average period between birth and birth for nine, and for ten, generations has been thirty-seven years.

The lords of the manor never claimed any rights in the timber growing on the copyhold lands, and the statement made in the south that "the oak would not grow on copyhold land" could not apply in the honour of Clitheroe. In fact a copyholder could claim damages at the halmot courts for trespass "in that they (the defendants) cut down the plaintiff's wood, *viz.*, young oaks and elm saplings, growing upon the fourth part of one oxgang of land" as early as 1515 and could succeed in his action.¹ Neither did the lord claim any sporting rights over the enclosed lands, though he claimed them over the unenclosed moors and exercised these rights by letting the shootings in the present century. It is true that various persons were fined for fishing in the king's waters,² but there is nothing to indicate what was the exact offence, and in one case the fishery was coupled with a corn mill at Accrington.³

(C) MINERALS

Earlier in this chapter it has been mentioned that the lords of the manors in the honour of Clitheroe claimed to be entitled by the custom of the manor to all minerals under the copyhold lands with the right to work and get them on payment of compensation for the damage thereby done to the surface of the copyhold tenement. The workings could be on the surface or underground and the minerals could be got, if desired, by outstroke or instroke, but the compensation for the damage to the copyhold tenement ought to be agreed or settled before entry.⁴ With the exception of the minerals under the ancient enclosed lands in the manor of Tottington, it is believed that the rights have always been admitted and exercised, but it seems questionable whether the rights were in fact a matter of custom. As the right to compensation for surface damage was admitted, such a custom could not be said to be unreasonable, but the alleged custom in Tottington seems impossible. The minerals under the old enclosures belonged to the tenant and that was therefore the old custom; and to suggest that it was the immemorial custom that the minerals under enclosures made within the memory of man were governed by a different and new custom is a contradiction and an impossible state of affairs. It is not suggested that the minerals under the later enclosures did not belong to the lord; they did belong to him but under an express reservation when the land was granted; the grants were by the crown and, in the usual way in such cases, would be construed against the grantee.⁵ These reservations would be ample for all the lord required and has in fact exercised. It is true that they would be limited to the new enclosures, but these were in fact the greater areas and would tend to grow because of the increasing difficulty which

¹ *Clith. Ct R.*, I, 49.

³ *Clith. Ct R.*, III, 185.

⁵ *Clith. Ct R.*, II, 393 at p. 395.

² *Clith. Ct R.*, II and III *passim*.

⁴ *Holden v. Hargreaves and Bolton*.

there would be in proving that a particular piece of land was an old enclosure. Probably, also, it would be under the new enclosures that the lord would desire to work the minerals; in Haslingden there are believed to be no mineral workings under the old enclosures.

During the copyhold disputes of the early seventeenth century the copyhold tenants did not in fact claim the minerals under either the old or the new enclosures in any manor except Tottington; but in that manor the crown conceded that the tenants of the old enclosures were entitled to the minerals, except coal, under these, with the right to get them not only for their own use but also for sale. Dr Tupling has dealt with these disputes in his work and the composition awards are scheduled by him,¹ so that there is no need to go into the matter at length, although he did not specifically deal with the minerals. There is no necessity that the custom of one manor should apply to another, but it was generally accepted that the customs were the same throughout the honour, and when an important question arose it was referred to a jury drawn from all the manors and not from the manor particularly concerned.² There was, however, some difference between the old manors and the forest lands which was recognized, because these important juries were drawn either from the old manors or from the forest lands and not indiscriminately from both.³ There is no reason, therefore, to assume that the old enclosures and the new must of necessity be held on the same terms in this respect.

The tenants of both the old enclosures and the new had admittedly the right to work and get the minerals on their tenements for use on those tenements, and it was held that this right extended to the whole of the original tenement and not merely to a less extensive modern tenement which might at the time exist.⁴ If this is the case the areas in many cases must be very large, and seemingly the whole of a vaccary would be single tenement for this purpose, which in Rossendale would apparently mean a whole booth or township.

Where land has been enfranchised in the honour of Clitheroe, it has been the practice⁵ to preserve the *status quo ante* so far as the minerals were concerned. The substance of this, though not necessarily the exact words, is shewn in the Property Acts 1922 and 1924. One exception,

¹ *Econ. Hist. Ross.*, appendix P, pp. 253-4.

² See, for instance, *Clith. Ct R.*, I, 76, 414; II, 291, 320, 321.

³ See, for instance, *Clith. Ct R.*, II, 321.

⁴ *Hoyle v. Coupe*, 9 *Meeson and Welsby*, 450, and referred to by John Woodcock in his evidence before the House of Lords committee (*House of Lords Committee*, Q. 2572). Presumably he had more information about that case than the reports supply because the published reports merely deal with a matter of evidence. This could not have been the sole object of the action.

⁵ The steward some years ago stated that this had been the invariable practice in all existing enfranchisements, which the author's experience confirms.

an old one, has recently been noted, but on careful consideration it would seem to have been more an attempt to reduce the position into writing than to introduce different terms ; this exception seems to recognize the tenant's right to use the minerals on every part of the original tenement and to define that right, and the bounds of the tenement.

About the middle of the last quarter of the eighteenth century the position in Tottington was litigated in the Court of Common Pleas when it was held that the tenant of one of the old enclosures in that manor had the right to work, get, and sell to anyone for use anywhere the stone under his land to the entire exclusion of the lord.¹ The estate in question was the Old Horncliffe estate in Tottington Higher End (now in the borough of Rawtenstall), and the stone got therefrom had, half a century and more ago, a superlative reputation for paving with the surveyors of local authorities throughout the country ; the workable stone in the estate has now been more or less exhausted. From the sixteenth century, or earlier, until the twentieth the estate had descended in the Haworth family and there was a complete set of title deeds shewing its descent over that period. These documents were exceptionally valuable as proving the antiquity of the enclosure and were handed over when the estate was sold on the first of August, 1917. In 1944 they were particularly asked for when the estate again changed hands, but it was stated that the then vendors had not got them and had never seen them.² The estate must have been of great antiquity, because Robert de Hornclyff, afterwards Sir Robert de Hornclyff, who was apparently the owner in 1331, had married as her second husband Agnes de Blackburn, the widow of Sir Henry de Lea. Agnes was one of the four daughters and coheireses of Margaret de Holland, wife of John de Blackburn. Margaret owned the manors of Chorley, Bolton-le-Moors and Aighton. Agnes was also interested in the manors of Nether Darwen and Wisewall.³

¹ *Haworth v. Warburton* and others decided at the Assizes at Lancaster on 19 November, 1789. For some reason unknown this judgment was not entered up in London at the time, with the result that in 1866 its terms were questioned by the lord, who threatened to work and get the stone under the same field as was the subject of the action in 1789. Accordingly the judgment given in 1789 was then entered up in London from the postea which had luckily been preserved. The postea still exists and (with the evidence) has been deposited in Lancs. Rec. Off. under reference DDX, 118.

² In the interval some solicitor must have scrapped them, a not unusual thing. Many valuable historical documents must have been lost to posterity in this way.

³ *Lancs. Fines*, II, 80, 95, 100, 111.

CHAPTER TEN

PRIVATE LANE

REFERENCE has already been made to the ancient highway known as Musbury Road.¹ From this a lane² called Greens Lane, which was repairable by the frontagers *ratione tenurae*, led to the top of Ewood Lane—or Ewood Lane Head³—where it divided, Ewood Lane going forward to Ewood Hall⁴ and Ewood Bridge and across the Irwell to an old road to Bury and Manchester, while Clod Lane went off at right angles to the left up to the town of Haslingden. The latter was in fact the only cartway thither until the modern main road⁵ was made under the turnpike acts in its original course, which differed slightly from the present course between Ewood Bridge and Bentgate, and forward to the town at a little distance from the original and still existing roadway.

About three hundred yards from its junction with Musbury Road, Greens Lane turned to the right at right angles, and from this point⁶ another lane went forward, in a more or less straight line, to Bentgate⁷ and forward to a ford across the Irwell at Wormstall Holme.⁸ This road runs across the old Flaxmoss common and a consideration of the environment suggests that it was probably laid out when the commons in Haslingden were enclosed as described by Dr Tupling⁹ because it is not shewn or indicated on the plan dated 1588 reproduced by him.¹⁰ It is referred to in the Clitheroe court rolls as early as the twenty-ninth of September, 1621, on the occasion of the surrender by Henry Romsbothom and Richard Romsbothom of a field “lying upon Flaxmoss adjoining . . . the northern side of the same at a private way there” to Lawrence Fenton. In another entry dated the twenty-third of May, 1685, Matthias Taylor surrendered four fields containing four acres and forty-eight falls “lying upon the further side of the private lane on Flaxmoss” to Abraham Haworth and they are probably the land allotted in 1618 to Adam Romesbothom for money paid to eight persons.¹¹ The road has always been known as Private Lane and on the ordnance survey of 1849 is called “Private Road under the management of

¹ Now Helmsore Road.

² Grid 7921/3122.

³ Route A680.

⁴ Grid 7921/4690.

⁵ *Econ. Hist. Ross.*, chapter III, p. 70, *et seq.*

⁶ *Econ. Hist. Ross.*, facing page 15.

⁷ *Econ. Hist. Ross.*, 249.

⁸ Grid 7821/3752.

⁹ Grid 7920/5287.

¹⁰ Grid 7821/6451.

¹¹ Grid 8021/1290.

trustees". It has also been called Dow ¹ Lane and Dole ² Lane. It has been suggested that it had this name because it was made as a relief work for distress during the cotton famine of 1861-5 or possibly in 1826. The former explanation is certainly incorrect and probably the latter also, but the local water board still addresses applications for water rate to Dow Lane. Dole Lane was possibly an incorrect spelling of a dialectal word which was not understood, but it became to some extent appropriate when the greater portion of the road was improved and widened in relief of unemployment after the war of 1914-18 and the greater portion of the road was re-named Broadway. With the exception of a short length at the eastern end, the old road is now merged in the new Broadway and only the short length retains the old name of Private Lane.

On the twenty-seventh of November, 1830, an agreement was entered into under seal between Henry Slater, James Stott, George Law, Dionysius Law, and Samuel Hayward, of the first part, George Ashworth, Jonathan Hall, and Jonathan Gregory, of the second part, and William Turner, Ralph Turner, James Ormerod, John Townsend, and Thomas Smith, of the third part ³ in which it is recited that an occupation road called the Private Lane leading from and out of the Haslingden and Edenfield Turnpike Road at or near Bent Gate to and into the Highway from Flaxmoss to Ewood Bridge ⁴ at or near the Lanteshaw Brook being in length about one hundred and forty-one rods the lands adjoining which belonged to the first parties and that the second parties were liable *ratione tenuræ* to repair the part of the Flaxmoss and Ewood Bridge highway ⁵ between the termination of the Private Lane at Lanteshaw Brook and Flaxmoss Road measuring about three hundred yards.

Henry Slater resided at Springfield,⁶ a large house lying between the new turnpike and the old highway about a third of a mile north of Bentgate; he owned two adjoining properties, Laneside on the left bank of the Langshaw brook ⁷ and Sykeside on the right, of which the latter extended down to Private Lane. James Stott lived at Sykeside ⁸ (*i.e.*, the modern place) and owned all the land bounded by Henry Slater's land, Private Lane, and the township boundary. With the exception of a field in the corner it had come down to him from the early seventeenth or

¹ *Oxford New English Dictionary*. Dow. Obsolete form of dough.

² *Oxford New English Dictionary*. 1. The state of being divided, division. 2. Part or division of a whole, a portion. 3. A part allotted or apportioned to one, or belonging to one by right. 4.— 5. Dealing out or distribution of gifts. Does "dole" refer to the enclosure of the common when it was "doled" out in portions—"doles"—to various persons. There was a farm called Doles near Alley Cross in the Grane and adjoining the Haslingden moor, and obviously taken in from the moor at some time which seems to confirm the local use of the word in this way.

³ A full copy of this agreement is printed in appendix K.

⁴ Greens Lane and Ewood Lane.

⁵ Greens Lane and Ewood Lane.

⁶ Grid 7922/0754.

⁷ This is not the Lanteshaw brook.

⁸ Grid 7922/3020.

sixteenth century, if not earlier, in the family of his first wife—Haworth—and it affords an instance of the great difficulty there may be in identifying property on court rolls. The property had been described both as “the Sykeside estate” and “an estate at Sykeside” without any additions or areas, and in fact with nothing which would indicate why these two descriptions were used or what was comprised in each. The accidental discovery of an old plan shewed that there were in fact two properties, one on each bank of the Langshaw Brook, and the one description related to that on the one bank and the other to that on the other. Both of these landowners were owners of or were interested in mills, Syke Mill and Sykeside Mill¹ being on their estates, but it is believed George Law, Dionysius Law and Samuel Hayward were not and were merely persons owning land on Private Lane lying between that of Henry Slater and Greens Lane.

George Ashworth resided on Flaxmoss Road and was probably interested in a mill on the Ogden, but Jonathan Hall and Jonathan Gregory would only be interested as landowners and frontagers, the former being in fact concerned with coal locally and in Derbyshire and Leicestershire.

William Turner and Ralph Turner had mills on the Ogden and resided at Helmshore and Carterplace respectively so that Private Lane would only be of interest to them as a road for their raw materials and manufactured goods. James Ormerod resided at Bentgate and had a mill on the Ogden—Cams Mill.² John Townsend was the owner or part owner of, and resided on, an estate at Holme and Townsend Fold,³ on which there was more than one mill, and then or at a later date the estate included the present cricket field,⁴ and the farm of which it formed part. Thomas Smith resided on the Flaxmoss Road and was in partnership with James Stott at Sykeside Mill.

The agreement further recited that “the said Private Lane is nearer and more convenient for” the third parties “in passing to and from their respective works and places of abode across Flaxmoss aforesaid than the old highway which leads out of the said Haslingden and Edenfield turnpike road across Flaxmoss aforesaid and falls into the said Flaxmoss and Ewood Bridge highway at or near a place called Ewood Lane Head” (*i.e.*, Clod Lane),⁵ that Private Lane had recently been repaired at an

¹ Grid 7922/0510 and 7922/2000.

² Grid 7721/9090.

³ Grid 8022/10 and 8021/48.

⁴ Grid 7921/48.

⁵ The accuracy of this may be questionable. Unless probably a journey between Helmshore and Bentgate was meant. Private Lane, Clod Lane, and Greens Lane formed a triangle of which the first two sides were comparatively straight and all three were approximately level. The turn from Clod Lane into Greens Lane was at less than a right angle and in Greens Lane there were three other turns at, or approximately at, a right angle. The gradient from Ewood Lane Head down Ewood Lane to Ewood Bridge was steep and the road was by no means straight. From Bentgate to Flaxmoss along Private Lane was appreciably shorter than via Ewood Lane Head.

expense of one hundred and eighty-seven pounds which had been borrowed on promissory note from John Townsend, that the second parties had repaired the highway between Private Lane and Flaxmoss Road,¹ and that the parties had agreed to enter into the agreement to provide for the future reparation and user. The agreement then provided that the road might be used by the parties their heirs and assigns and their tenants, servants, workpeople, carriers, customers, and all others with their consent on payment of certain tolls, namely :

For every horse, mare, gelding, or ass not drawing	2d.
For every score of oxen or cattle (and so in proportion)	1s. 0d.
For every score of calves, sheep, lambs, or swine (and so in proportion)	6d.
For every coach, chaise, or other such carriage drawn by two horses	1s. 0d.
For every chaise, chair, gig, or other such carriage drawn by one horse	8d.
For every narrow-wheeled wain or other such four-wheeled carriage drawn by four horses	2s. 0d.
Do. drawn by three horses	1s. 0d.
Do. drawn by two horses or one horse	9d.
For every broad-wheeled waggon, wain, or other such carriage drawn by five or six horses	1s. 6d.
Do. drawn by three or four horses	9d.
Do. drawn by two horses or one horse	6d.
For every narrow-wheeled cart or other such two-wheeled carriage drawn by five or six horses	1s. 6d.
Do. drawn by three or four horses	9d.
Do. drawn by two horses or one horse	6d.

The agreement also provided for a collector, treasurer, toll bars, drains, etc., for the alteration of the tolls or their suspension if no money was required for the purposes of the deed or the liquidation of the loan and interest, and for annual meetings of the parties or their successors on the first Thursday in September, but it did not provide for any trustees.

Apparently the tolls fixed by the agreement were never imposed ; instead the following scale was adopted from the first, being revised in accordance with the last column in 1832.

For every horse or mule	$\frac{3}{4}d.$	1d.
For every cart drawn by one horse	3d.	4d.
Do. two horses	6d.	8d.
For every cart drawn by two horses	3d.	4d.
Do. three horses	6d.	8d.
For every wagon with narrow wheels	9d.	10d.
Do. with broad wheels	6d.	8d.
For every gig	3d.	4d.
For every chaise	6d.	8d.
For every score of sheep or swine	3d.	Not altered
Do. of cattle	5d.	

¹ *I.e.*, the material part of Greens Lane.

Under the toll of 1832 a vehicle passing or repassing more than twice on one day paid a second time, so that apparently the toll covered a journey one way and the return back.

Was the more easterly portion of Private Lane diverted in 1830 or at some earlier date after the turnpike road had been made? There is some confirmation of this in a minute passed on the second of August, 1832, by which it is "Ordered that the road leading from Private Lane road into the turnpike road be let to repair and that James Ormerod be requested to let the same road"; and in a further minute passed on the fourth of April, 1833, "Ordered, that Mr Turner and Mr Ormerod be requested to let the making and opening of the road end leading into the highway at Bentgate". No appropriate payment for this has been found in the accounts but on the other hand there is some evidence of loans being received of which neither the receipt of the money nor its expenditure is in the accounts. At a meeting on the eighth of April, 1835, it was ordered that the treasurer pay John Pilkington the sum of two shillings and sixpence for a day's work "done on the old highway now inclosed by Mr Worsley". There is no direct evidence either way, but the author has been told by a person now dead, whose statement was of some weight, that Holme Lane had been diverted, and that originally it ran in a straight line from the short useless length still remaining between Clod Lane and the old turnpike—now main—road.¹ If Private Lane had joined Clod Lane at the same point originally it would have been a better arrangement before the turnpike road was made.²

The meetings of the trustees seem to have been held very irregularly and only when something arose which the treasurer felt unable to dispose of. There were meetings on 27 November, 1830 (when the tolls were fixed); 2 August, 1831; 14 October, 1831; 17 March, 1832; 12 April, 1832 (when the amended tolls were fixed); 2 August, 1832; 28 March, 1833; 4 April, 1833; 3 October, 1833; 31 October, 1833; 3 April, 1834; 8 April, 1835; 30 March, 1837; 26 April, 1842; 11 April, 1844; 20 February, 1845; 9 April, 1851; 7 April, 1858; 13 April, 1865; 27 April, 1865; 6 April, 1871; 11 April, 1872; 11 September, 1874; 25 Sept-

¹ That is, from grid 7921/4784 to grid 7921/5485.

² Holme Lane (grid 7921/6181 to 8021/3584) is in a curious position because the portion lying within the present borough of Haslingden is admittedly a public highway repairable by the inhabitants at large, although this is disputed as to the portion within the borough of Rawtenstall. An old commonplace book has recently been discovered and given to the author; it was kept by a solicitor who had been articulated to his grandfather something over a hundred years ago; it contains nothing of any interest except a copy of a case placed before counsel on behalf of the township of Haslingden in connection with the contention of a landowner that so long as he was liable to maintain a public highway *ratione tenuræ* he was exempt from the general highway rate. The case does not indicate what highway was referred to, but it is possible that it was this portion of Holme Lane, and if so there may have been some compromise between the township and the landowner.

ember, 1874 ; 20 December, 1875 ; 15 March, 1876 ; and 20 April, 1876. Thus during their administration of a little more than forty-five years, the trustees met only twenty-seven times, and there were two periods of five years and two of six, in which they did not meet at all. The first and last meetings were held at the Commercial Inn in the centre of the town ; all the rest were held nearer the road. Down to 1858 the meeting place was at the Bay Horse Inn,¹ Flaxmoss, which would be most convenient to Thomas Smith until, as the owner of the inn, he pulled it down to improve the amenities of his house. In and after 1865 the trustees met at the Woolpack Inn, Bentgate, at the eastern end of the road.

The final meeting on the twentieth of April, 1876, was a complimentary occasion, when a piece of plate was presented to Mr Thomas Smith as a mark of the trustees' appreciation of his services as honorary treasurer and secretary for nearly forty-five years. He had been appointed treasurer to the trust at the first meeting and only retired on the eleventh of September, 1874.

There was only one toll house, situated near the centre ² on land apparently given by James Stott. It was built by William Turner who let it to the trust at a rent equal to five per centum on the cost. After his death his representatives sold his interest to the trust, and in 1876 the trustees sold the building and its site to Richard Hodson of Flaxmoss, labourer, for seventy pounds. In the same year the trust was terminated by placing the road in a proper state of repair at a cost of about fifty-four pounds and handing it over to the Haslingden Local Board as a public highway on the twenty-ninth of January with forty pounds in cash to enable the Board to erect lamps along the road.

The tolls seem to have been let throughout, or nearly throughout, the period during which the road was managed under the agreement, bringing in thirty-four pounds a year in the early years but only twenty-eight pounds at the end. At this date, 1875, limestone cost in April five shillings a ton and in December six shillings and eightpence, including carriage by rail from Clitheroe to Haslingden. Cartage from a station, of which the name is not given (Haslingden station is about two miles distant and Helmshore station one mile), cost one shilling and one shilling and threepence a ton on the same dates.

The repairs seem likewise to have been contracted out for most of the time. From April, 1838, to April, 1858, the contractors were William and Ralph Turner. While twenty-four pounds were being received as toll rent, twenty-two pounds were allowed for repairs ; afterwards out of the reduced toll rent of twenty-seven pounds ten shillings, sixteen pounds were allowed until April, 1871, from which date the repairs appear to have been done direct, the tolls being still let at twenty-eight pounds a year.

The original agreement of the twenty-seventh of November, 1830, an

¹ Grid 7821/3791.

² Grid 7921/0062.

agreement of the eleventh of November, 1844, as to the repayment of the loan by John Townsend, an advertisement for letting the tolls in 1871, the agreements for letting the tolls and toll house and the contracts for repairing the road during the trust, the minute book for the whole period of the trust, the treasurer's account book and his receipts are now deposited at Lancashire County Record Office, County Hall, Preston, for safe custody and preservation.¹

¹ Reference DDX, 118.

CHAPTER ELEVEN

A HOLDEN RENTAL IN THE EIGHTEENTH CENTURY

A Rentall of the Estates of Ralph Holden of Pallace house in the parish of Burnley and County of Lancaster Esqr. for the year 1766, followed by similar accounts for the years 1767, 1768, 1769, 1770, and 1771, is still extant, that for the year 1770 being the most complete. In the Clitheroe Court Rolls for 1776 ¹ there is the record of a special court held on the first of January in that year, at which Katherine Nevile of Chevet in the parish of Royston, widow, was admitted as mortgagee of Ralph Holden to the whole estate pursuant to a surrender dated the thirtieth of November, 1775, and this sets out in detail each field with its area, though the value of the enumeration is reduced somewhat by the fact that all the areas seem to have been estimated to the nearest rood, and the measure is not stated. A comparison with later surrenders dated the twenty-fifth of June, 1805, and the twenty-eighth of July, 1817, in which the areas are given more exactly after the rate of seven yards to the rod, suggests that the measurement used in 1775 was the same or after the rate of seven yards and a half to the rod, but proves that between the years 1775 and 1805 there had been changes in the land included in each tenancy, which might have been assisted by the small acreage of most of the individual fields. As it may be of interest to future historians, the following summary is given from the surrender, it being premised that neither the numbers nor areas of the farms are stated in the original but are added here. It has not been possible to identify the holdings in the rental with any certainty.

1. Five closes tenanted by Elizabeth Howarth, widow ;

Well Field otherwise Little Slate Field	4	2	0
Long Field otherwise Far Field	5	0	0
Meadow at Top of Slate otherwise Slate Meadow	5	2	0
Lower Further Bank otherwise Great Bank	5	0	0
Nearer Further Bank otherwise Little Bank	2	0	0
	<hr/>		
	A.22	0	0

¹ N 256.

2. Fulling Mill called Paghouse Mill and dyehouse consisting of two fulling stocks, one pearching mill, one frizing mill, two vats, one boiler, seven seams of narrow tenters, one press, and three pairs of shears ;

No area

3. Messuage or tenement at Hudrake Head tenanted by John Hartley along with the last ;

Sun Hagg

4 0 0

Scarr Meadow

3 0 0

A.7 0 0

4. Copyhold portion of Holden Kilne near a water corn mill called Holden Mill tenanted by Henry Radcliffe ;

No area

5. Messuage or tenement at Hudrake tenanted by John Brook ;

Black Hey

4 0 0

Barn Meadow

2 0 0

Field under the House otherwise Field below the House

3 2 0

Little Holling Bank otherwise Holling Bank

3 0

Brigg Field

3 2 0

Great Carr otherwise Carrs

6 2 0

Little Rough Meadow otherwise Rough Field

1 2 0

A.21 3 0

6. Messuage or tenement called Sunnyfield with two cottages adjoining tenanted by Abraham Warburton ;

North Hagg

3 3 0

Great Sun Hag otherwise Sun Hag

3 2 0

Rough Meadow otherwise Hag Meadow otherwise North Hag Meadow

1 2 0

Paddock Butt otherwise Parrock

3 2 0

Kidcroft Bottom otherwise Lower Rough otherwise Rough

1 1 0

Black Earth

3 3 0

Knowles Close otherwise Knowles

9 0 0

Bent Meadow

3 0 0

Clough

3 0 0

Bank Meadow

1 1 0

Great Meadow

4 2 0

Kitcroft otherwise Great Kitcroft

9 0 0

Little Kitcroft

3 0 0

Sweet Field

8 2 0

Rough otherwise Higher Rough

2 2 0

Stack Field

1 1 0

A.62 1 0

7. Two closes called Swinehills tenanted by Robert Sashworth Upper and Lower Swine Hills otherwise Swine Hills ;

A.10 0 0

8. Messuage or tenement called Clough Bottom with two cottages adjoining tenanted by Ann Rishton ;

Great Close otherwise Rough	4	2	0
Rough Meadow	5	0	0
Farr Marles	3	2	0
Near Marles	2	2	0
Clough	3	0	0
Great Meadow	5	2	0
High Bank	4	2	0
Low Bank	4	2	0
Rough	2	0	0
	<hr/>		
	A.35	0	0
	<hr/>		

9. Messuage or tenement called Swinyard Low tenanted by John Hindle ;

Little Bank	4	2	0
Middle Bank	4	2	0
Far Bank	8	0	0
Little Meadow	1	3	0
Long Field	3	0	0
Great Field	4	2	0
Low Meadow	1	3	0
Knowle	2	2	0
Great Meadow	4	2	0
	<hr/>		
	A.35	0	0
	<hr/>		

10. Messuage or tenement called Swinyard Low otherwise Low Swinyard tenanted by John Warburton ;

Little Houldon Field	3	1	0
Great Houldon Field	5	0	0
Holden Meadow	2	2	0
Little Field	2	2	0
Barn Meadow and Long Field together	4	2	0
Hill otherwise Hillock	2	0	0
Barn Field	2	3	0
Spade Field	2	2	0
Couldwell Field	2	3	0
Bent	2	1	0
	<hr/>		
	A.30	0	0
	<hr/>		

11. Two closes tenanted by Henry Wilkinson ;

Acre Close	1	3	0
Ing		3	0
	<hr/>		
	A.2	2	0
	<hr/>		

12. Messuage or tenement called Barns Tenement tenanted by			
James Hindle ;			
Great Hall Hound	4	0	0
Two Little Hall Hound Meadows	3	2	0
Brigg Hound	1	0	0
Wood Hound		2	0
Great Mill Hill	6	2	0
Little Mill Hill	2	2	0
Long Lands	2	3	0
Birk	2	2	0
Mean Meadow	3	0	0
Croft and Lane		1	0
Little Pig		3	0
Great Pig	1	2	0
Long Bank	4	3	0
Fenny Bank	2	0	0
<hr/>			
	A.35	2	0
<hr/>			

13. Cottage near the last tenanted by James Tattersall ; No area

14. Messuage or tenement called Fish Tenement tenanted by			
Thomas Cowpe ;			
Mill Hill	5	0	0
Great Cow Hey	4	2	0
Little Cow Hey	4	0	0
Lower Meadow	4	0	0
Higher Meadow	4	0	0
Lower Bank	2	2	0
Higher Bank	4	2	0
Field at top of the Bank	4	0	0
<hr/>			
	A.32	2	0
<hr/>			

15. Messuage or tenement called Houghtons Tenement			
otherwise Top o'th' Clod tenanted by James Hargreave ;			
Bank	5	2	0
Little Field	1	3	0
Rough	2	0	0
Meadow	3	0	0
<hr/>			
	A.12	1	0
<hr/>			

16. Messuage or tenement called Windy Harbour tenanted by			
Thomas Holding ;			
Little Field	1	2	0
Little Bank	1	3	0
Great Bank	3	2	0
Rough Meadow	1	2	0
Rough Pasture	1	2	0
Great Meadow	4	0	0
<hr/>			
	A.13	3	0
<hr/>			

17. Capital message or tenement called Holden Hall (except Holden Mill and the freehold portion "holden by deed or charter" of the Kiln near the Mill theretofore tenanted (or occupied) by Ralph Holden and John Barns afterwards by Adam Ramsbottom and then Henry Radcliffe);

No area ¹

18. Message or tenement called Gilbert's Tenement tenanted by James Rawsthorne;

Green Close	5	2	0
Clodel	8	0	0
Well Field	1	2	0
Little Meadow	1	2	0
Croft	2	1	0
Oat Land	3	0	0
Two Black Fields	9	0	0
Gilbert Holme	2	1	0
Great Meadow	3	2	0
Gilbert Meadow	3	0	0
Near Cross Field	1	1	0
Far Cross Field	1	2	0
	<u>A.42</u>	<u>1</u>	<u>0</u>

19. Message or tenement called Skinners Tenement tenanted by John Heys;

Far Field	4	0	0
Great Bank	3	2	0
High Crankshaw Bank	3	0	0
Lower Crankshaw Bank	3	0	0
Marl Youth	3	2	0
Call Field	3	2	0
Mill Field	4	0	0
Mill Meadow	5	0	0
Mill Holme	1	3	0
Meadow under the house	2	2	0
	<u>A.33</u>	<u>3</u>	<u>0</u>

20. Cottage near Holden Mill tenanted by Isaac Fish; No area

21. Cottage near Holden Mill tenanted by James Barns; No area

The total acreage *actually given* amounts to three hundred and eighty-seven acres and two roods, equal to about six hundred and twenty-seven statute acres if at seven yards to the rod, to about seven hundred and nineteen statute acres if at seven yards and a half to the rod, and to about eight hundred and twenty statute acres if at eight yards to the rod.

The rents paid in 1770 were as follows:

Benjamin Boothman for the Paghouse, Fulling Mill, the Mill Fold and the Tenter Croft	£28	14	0 ²
Lawrence Duckworth for the Stock House in Haslingden	£3	3	0 ³

¹ In 1805 93a. 2r. 8p. if the same boundaries were then adopted.

² In 1766 in addition "arrears before the year 1766, £15 11s. 4d."

³ £1 15s. 0d. in 1766, 1767, 1768, 1769.

John Hargreaves for the Watch House in Haslingden	£3	3	0 ¹
Richard Lonsdale, for a Smithy adjoining thereto	13	0	2
Mr. Bilsborough, ³ for Bradshaw House, Housing, Stable and Land	£20.	5	0
(These last would seem to be the properties sold to James Bilsborough and Lawrence Duckworth in June 1774) ⁴			
Widow Haworth, for Sunnyfield	£35	14	0 ⁵
Same for two further Banks	£3	15	0 ⁶
Same for Cockrill's Farm, or Slate	£7	5	0
Same for Smithy and Chamber, at Do.	£1	10	0
Widow Rishton and her son John, ⁷ for Cloughbottom	£19	0	0
John Hindle for his Farm, at Swinherd Law	£17	1	0 ⁸
John Warburton, for his Farm at Swinherd Law	£17	0	0 ⁹
Matthew Scholfield, for Hud Rake (Advanced £2 8s. od.)	£28	0	0 ¹⁰
James Hindle for Old Ra Holden's Farm, near Holden Hall	£23	0	0 ¹¹
Thos Coupe for Chrisr Tattersall's Farm near Do.	£23	10	0 ¹²
John Heyes for John Kenyon's Farm, near Do.	£21	0	0 ¹³
Mr. Holt's Executors, for Pinglet and part of Acre Field	£3	5	0 ¹⁴
Henry Ellison, for Park	10	0	15
The profits of Holden Mill, ending at Midsummer 1770	£24	15	5 ¹⁶

¹ £2 2s. od. in 1766, 1767, 1768, 1769.

² John Hargreaves £4 for watch house and smithy in 1771.

³ James Bilsborow, Bilsborrow, or Bilsborough in other years.

⁴ *Ante* p. 47. *Clitheroe Court Rolls*, M 515 and M 517.

⁵ "Abraham Haworth or his Widow" in 1766. Widow Haworth £18 for lands at Slate, Cockrillfold, etc., in 1771, and there are two further entries at the end, namely: Mr. Jno. Hoyle and Richd Whitaker for the Swinhills £8 8s. od. Abraham Warburton for the Remainder of the Sunnyfield farm £35 10s. od. So that the total rent would seem to have been £61 18s. od. in 1771 as against £48 4s. od. in 1766.

⁶ Part of the Lower Lane Ground, called the two further Banks in 1766.

⁷ James Rishton's Widow and her son John in 1766. Widow Rishton in 1767, 1768, 1771.

⁸ £15 5s. od. in 1766, 1767, 1768, 1769, £17 in 1771.

⁹ £14 16s. od. in 1766, 1767, 1768, 1769. £18 in 1771.

¹⁰ James Rishton p Matthew Schofield in 1766, £25 12s. od. James Rishton £25 12s. od. in 1767, Matthew Schofield £25 12s. od. in 1768, 1769; apparently omitted in 1771.

¹¹ Henry Ratcliffe £19 2s. 6d. in 1766, Henry Ratcliffe or Jas Hindles £19 2s. 6d. in 1767; omitted 1768, 1769; no rent stated in 1771.

¹² Christopher Tattersall for his Farm near Holden Hall £19 5s. od. in 1766, omitted 1767, 1768, 1769.

¹³ "Matthew Scholfield for John Kenyon's Farm" in 1766; similar with "in Holden" added in 1767; in 1768, "John Heyes for Kenyon's Farm (Mr Hamer's rental is only this sum which should be examined into, why £3 is deducted) £18" in 1768; "John Heyes for the Skinners Farm (or John Kenyon's Farm)" in 1769; "John Heyes for the Skinners Tenement", without rent in 1771.

¹⁴ Mr. Richd Holt £3 in 1766, 1767, 1768; Mr Holt's Exors £3 5s. od. in 1769; Widow Wilkinson £3 5s. od. in 1771.

¹⁵ This entry appears in each of the five years. It may or may not relate to the land in Haslingden, because there was also land in Musbury Park.

¹⁶ This entry appears each year, the profits being blank in 1766, in 1767, and in 1768; £22 19s. 3½d. in 1769; and in 1771 the entry is "John Coop for Holden Corn Mill for the Polishing Mill at Do." with no rent or profits inserted, from which it would seem that in that year the mills were let. It is not clear from the rental

The rental is contained in a home-made booklet of five blank sheets of plain paper folded folio with a brown paper cover and stitched together so as to have twenty foolscap pages, of which the first six alone were used, with some calculations on the next four, leaving the last ten pages quite blank. The seventh page is an account with John Charles for "Brick M [aking ?]" and shews fourteen payments to him between the twenty-sixth of November, 1784, and the nineteenth of July, 1785, for "throwing up clay and removing the earth at 8s. per thousand" of a total amount of twenty-six pounds two shillings, the payments varying between half-a-crown and five guineas. With two exceptions all the payments are in guineas or half guineas, and *apparently* the number of bricks involved is seven hundred and eighty-three thousand.

On later pages is an account of bricks made. This is in the following terms, namely :

Bricks made upon ye first flat	3029	
Bricks made upon ye second flat	3237	
Do. on the 3d	3402	
Do. on the 4th	3420	
	—	13088
Do. on the 1st flat	3074	
Do. on the 2d Do.	3300	
Do. on the 1st Do.	0700	
Do. on the 3d Do.	3531	
Do. on the 4 Do.	3427	
	—	14032
Do. 1st	1592	
Do. 2d	3230	
Do. 3	3420	
Do. 4	3350	
	—	11592
Do. 1st	3039	
Do. 2d	3247	
Do. 3d	2412	
Do. 4	2241	
	—	10939
Do. 1st flat	2000	
2 Do.	3200	
3 Do.	3209	
4 Do.	2400	
	—	10809
upon ye 1st flat	3040	
2 Do.	3050	
3 Do.	3234	
4 Do.	1400	
	—	10724
upon 1 Do.		2008
Whole of Common Brick is		73192
[Followed by]		<u>73192</u>

whether they were let or Ralph Holden ran them in the earlier years. He might have let them in each of the five years at a rent based upon or being a share of the profits.

Long Do.	2284	
Small Do.	1554	
Counting 3 for One Makes	6852	
Total all together	8406	
Brought forward	73192	
	<u>81,598</u>	Total

As written this account is not clear, but it seems to be clear that the calculation is $2,284 \times 3 = 6,852 + 1,554 = 8,406 + 73,192 = 81,598$. The subtotals, *e.g.*, 13088, are carried to the page shewing the rental for 1770 and again summed up to 73192 "Small or Common Brick"; but no use is made of the figures which seem to bear no relation to the profit shewn and therefore to be a mere memorandum. It is open to argument that the profit derived from the manufacture of 73192 or 81598 bricks in the year 1770 was twenty-four pounds fifteen shillings and fivepence only, but this may be doubtful.

The whole of the rental for the five years is in the same handwriting and there is so much similarity between all the five pages as to suggest that they were all written at one time and were a fair copy or extract from other memoranda; it seems probable that Ralph Holden himself wrote this portion and intended to continue the account but did not do so. He did not die until 1777 so that his death could not have been the cause of the discontinuance. The other entries are in a much less educated hand but it is uncertain whether they are the work of one or two hands because, greatly as they differ, this might be merely the result of some being written at the kiln and others in better surroundings at home. The sounder view seems to be that all the later entries relate to the years 1784 and 1785.

It will be noticed that the total of the first two summary numbers is 27120, that is 13088 and 14032. Just above the former at the top right-hand corner of the page is a pencil note "27120 made to the 16 day of May ready for the Kiln", which shews that the numbers given were of shaped but unfired bricks. There is nothing to shew, however, to what period the entries added together relate; it might be a day, a week, or a lunar or calendar month. There are six summations each containing four entries, called "flats". It may be doubtful what was called a flat but the most likely suggestion seems to be that the shale pit or clay pit was worked at four different levels and separate accounts kept of the work done at each either in order to ascertain the remuneration of the workmen or because the bricks obtained at the different levels differed in quality owing to the varying constitution of the raw materials. The existence of this brick-making kiln has been quite forgotten, though at

the beginning of this century bricks were made at Rising Bridge¹ and Horncliffe,² both of which are a short distance outside the township boundary on the north and south ; it seems probable that the raw material for the Holden Kiln was obtained about a quarter of a mile from Holden Mill.³

It is possible that the rental ceased as being no longer required, because there is extant an agreement dated the twelfth of November, 1771, between Ralph Holden and John Heys and Thomas Holden " of Bargain for Stone Mines and Holden Mill " which suggests that in that year Ralph Holden may have been reorganising his affairs which rendered the accounts which he had been keeping no longer necessary.

There are two signed copies of the agreement together and they have probably both remained in the Holden family papers, though it would have been more usual for the landlord to have had one copy and the tenants the other. There are memoranda endorsed on both copies but those on one copy are quite different from those on the other, which suggests that they were in different custody, in which case it is difficult to understand how they came to be reunited. It may be that the agreement was superseded by a fresh one because it was incomplete ; the tenants seem to have visited Ralph Holden at Burnley and there and then negotiated the tenancy and the agreement was prepared and signed without all the terms being set out.

Apparently Ralph Holden had some arrangement with the lord of the manor for getting stone at a rent of six pounds a year and a render of twenty-four yards of slate yearly at Clitheroe. The tenancy is stated to be for one year but it seems more probable that a yearly tenancy was intended. The agreements are printed in appendix L.

¹ Grid 7825/2565.

² Grid 8021/15.

³ Grid 7722/7005.

APPENDIX A

CONSPECTUS OF THE AREAS OF THE VARIOUS PROPERTIES IN THE OLD TOWNSHIP OF HASLINGDEN

PART I—OLD ENCLOSURES

Number on map	Property	Page	Area in customary measure	Area in statute measure if converted at		Area as measured on the ordnance map in statute acres
				7 yards	7½ yards	
1A	Deardenplace or Hud Hey	59	A. r. d.	A. r. p.	A. r. p.	86
2	Carterplace	53	47 0 0	76 0 21	87 1 23	117
4B	Waddington-Holden, old Sunny-field, etc.	48	54 0 0	87 1 35	100 1 26	108
4D	Do. do. sold		65 0 0	105 1 6	120 3 18	
4E	Do. part of Hudrake sold					
5	Do. Dobsonplace					
8B	Todd Hall	49	15 0 0	24 1 7	27 3 22	40
9B	Holden Hall	30	24 0 0	38 3 20	44 2 20	35
12	Deardengate	29	108 3 0	176 0 25	202 0 35	192
13	Waste in town centre	62	34 1 0	55 1 36	63 2 30	75
14	Churchbank Churchpits etc.	69	12 0 0	19 1 30	22 1 10	13
15	Mersdenplace (modern Meadows)					28
15	Do. (modern Lee Warner)					38
17	Do. Deansgrove		95 0 0	153 3 20	176 2 24	38
18	Do. Whitecroft					20
19	Do. Laneside					43
20	Helmcroft	58	6 3 0	10 3 29	12 2 8	50
21	Gregory Fold, Burnley Chantry	62	16 3 0	27 0 21	31 0 23	13
23	Gartsyde estate	59	63 2 0	102 3 17	118 0 12	26
27	Rothwell estate	64	38 2 0	62 1 18	71 2 14	116
28	Broadholden	66	49 0 0	79 1 19	91 0 18	92
						96
	Land in Elizabethan grant to Robert Holden merged in numbers 27 and 28	9-10	629 2 0	1019 2 24	1170 2 3	1230
		38	23 2 36	38 1 28	44 0 18	
		9-10	653 0 36	1058 0 12	1214 2 21	1230

In 1662 the ancient rent was £11 14s. 10½d. with, or £11 without, Musden and Ugden, which rents at 4d. an acre represent about 705 or 660 customary acres respectively, the latter being equal to about 1227 statute acres.

PART II—ENCLOSURES FROM THE COMMONS

Number on map	Property	Page	Area in customary measure	Area in statute measure converted at 8 yards	Area as measured on the ordnance map in statute acres
			A. r. p.	A. r. p.	
1B	Part of enclosures from High moor	60			222
3	Slate common excluding 4C, 4F and 4G added to Holden estate	49	52 0 0	110 0 2	111
4A	Waddington - Holden enclosures from High moor	48	65 0 0	137 2 3	98
4C	Do. do. Slate moor				20
4F	Do. do. do. sold	48	12 1 18	26 0 24	2
4G	Do. do. do. do.				2
8A	Additions to Todd Hall	30	53 0 0	112 0 21	114
9A	Do. Holden Hall	30	38 1 14	81 0 17	78
22	Flaxmoss common	9-10	81 0 0	171 1 19	200
26	Waddington-Holden enclosures from High moor at Alley Cross	48	12 0 0	25 1 22	26
29	Enclosures from High moor in Grane post				1174
31	Bold Venture and Copy enclosures from High moor				14
	Sundry enclosures from High moor not specifically dealt with above and largely within numbers 1B, 29 and 31	9-10	589 0 2	1246 0 28	
	Total enclosures according to Dr Tupling (<i>Econ. Hist. Ross.</i> , 245-250)	9	902 2 34	1909 3 16	2061
30	Unenclosed High moor	10	264 2 30	560 0 0	560
	Enclosures made <i>circa</i> 1557 (<i>Econ. Hist.</i> <i>Ross.</i> , 67, 245)	9 to 49	1167 1 24 63 0 25 1230 2 9	2469 3 16 133 2 19 2603 1 35	2621 2621 2621

In 1662 the commons rent was £30 6s. 8d. (*Clith. Ct R.*, III, 421), equal at 6d. an acre to about 1214 customary acres or 2568 statute acres.

PART III—FREEHOLDS

Number on map	Property	Page	Area in customary measure	Area in statute measure if converted at		Area as measured on the ordnance map in statute acres
				7 yards	7½ yards	
6	Glebe enclosure from High moor	23	A. r. p.	A. r. p.	A. r. p.	10
7	Church and original glebe	22				20
10	Holden mill	35				5
11	Land in Jacobean grant to Robert Holden	41	89 2 30	145 1 4	166 3 3	170
24	Cockham	51				152
25	Ewood demesne	51				122
	Land in Elizabethan grant to Robert Holden merged in num- bers 27 and 28	38	23 2 36	38 1 28	44 0 18	
	Total of first part and of second part					479 1230 2621
	a total of	10				4330

which differs by 11a. 2r. 3p. from the ordnance area of 4341a. 2r. 3p. of the township, that is by about one quarter of one per cent.

APPENDIX B

CONVEYANCES OF HASLINGDEN GLEBE

I.—PART OF THE ORIGINAL OXGANG

THIS INDENTURE of four parts made the twelfth day of July in the fortieth year of the reign of our Sovereign Lord George the third by the Grace of God of Great Britain France and Ireland King defender of the faith and so forth and in the year of our Lord one thousand eight hundred BETWEEN THE RIGHT HONORABLE THOMAS LORD RIBBLESDALE BARON RIBBLESDALE of Gisburn Park in the West Riding of the county of York of the first part JOHN PEART of Settle in the county of York Gentleman (a trustee for the said Thomas Lord Ribblesdale of the second part DANIEL LONSDALE and EDMUND LONSDALE both of Haslingden in the county palatine of Lancaster factors of the third part and JOHN WILDEN of Haslingden aforesaid Taylor of the fourth part WHEREAS by Indenture of Lease executed with Livery and Seizen and bearing date the second day of September last past and expressed to be made Between The Most Reverend John Lord Archbishop of Canterbury of the one part and the said Thomas Lord Ribblesdale of the other part He the said Lord Archbishop did for the Considerations therein mentioned and in pursuance of the power Given him by an Act of Parliament therein referred to demise Grant and to farm let unto the said Thomas Lord Ribblesdale (amongst divers other hereditaments) the Close of Ground hereinafter particularly mentioned TO HOLD unto the said Thomas Lord Ribblesdale his heirs and assigns for and during the lives of the said Thomas Lord Ribblesdale the Honorable Thomas Lister his son and the Honorable Catherine Lister his Daughter and the lives of the longer liver of them at the yearly rent of one hundred and eighteen pounds seventeen shillings and eight pence halfpenny payable to the Archbishop and his successors and also Subject to several other payments to the vicar chaplains and curates within the parish of Whaley therein particularly mentioned AND WHEREAS by Indenture bearing date the twenty fifth day of November also last past and enrolled in one of his Majesty's Courts at Westminster and expressed to be made between the said Archbishop of the first part the Right Honorable William Lord Auckland and the Right Honorable Sylvester Douglas (two of the Commissioners appointed by his Majesty's Letters patent under the Great Seal of Great Britain by virtue of an Act passed in the thirty-ninth year of the reign of his present Majesty " Entitled " an Act to explain and render more effectual two Acts passed in the thirty-eighth year of the reign of his present Majesty for the redemption and purchase of the Land tax for the purposes of regulating directing approving and confirming all Sales and Contracts for sales which should be made by any Bodies Politic or Corporate or Companies) of the second part the said Thomas Lord Ribblesdale of the third part and the said John Peart of the fourth part AFTER RECITING that the said Lord Archbishop being desirous of availing himself of the powers which by the several Acts passed in the thirty-eighth and thirty-ninth years of the reign of his present Majesty for the redemption and purchase of the Land tax were Given to Bodies Corporate and Companies for enabling them to Sell a Competent part of their Manors Lands Tenements or hereditaments for redeeming or purchasing their Land tax had Contracted

to Sell to the said Thomas Lord Ribblesdale divers Messuages lands tenements tithes and hereditaments (amongst which were included the Close of Ground hereinafter particularly mentioned and intended by these presents to be hereby Granted and released) for the sum of Seven thousand three hundred and forty three pounds ten shillings IT IS THEREFORE by the Indenture now in Recital WITNESSED that for the Considerations therein mentioned the said Lord Archbishop in exercise of the powers vested in him by the several acts therein referred to DID (with the Consent and authority of the said Right Honorable Commissioners parties thereto and of the said Thomas Lord Ribblesdale) Grant bargain sell and convey and the said Right Honorable Commissioners parties thereto did Confirm unto the said John Peart and his heirs divers messuages tenements tithes and hereditaments therein mentioned and also the said rent of one hundred and eighteen pounds sixteen shillings and seven pence half penny amongst which were included the said Close of Ground intended by these presents to be granted and confirmed TO HOLD the same unto the said John Peart and his heirs to the uses therein and hereinafter mentioned free from all Land tax AND the said Stipends and payments theretofore chargeable on the whole of the tenements and hereditaments conveyed by the said now reciting Indenture of Grant and release were by the said last mentioned Indenture in pursuance of the powers and authorities by the said acts or some of them vested in the said Right Honorable Commissioners charged upon and to be exclusively recovered from the messuages Lands tenements and hereditaments thereby conveyed parcel of the Rectory of Whaley and which were situate in Downham and Clitheroe in the said County of Lancaster and the Close of Ground intended by these presents to be granted and conveyed were thereby entirely and totally discharged therefrom AND it was by the now reciting Indenture declared that the said John Peart should stand Seized of all the said premises thereby Conveyed TO THE USE of such person and persons and for such estate and estates Interest or Interests Ends intents and purposes and Subject to such provisos Conditions and Limitations or without being so Subject as he the said Thomas Lord Ribblesdale should at any time or times and so often as he should think fit by any deed or deeds writing or writings revocable or irrevocable sealed and delivered in the presence of and attested by two or more witnesses direct limit or appoint and for want thereof to other uses therein mentioned As in and by the said Indentures hereinbefore recited reference being thereto had will more particularly appear AND WHEREAS the said Thomas Lord Ribblesdale hath contracted and agreed with the said Daniel Lonsdale and Edmund Lonsdale for the sale to them free from Land tax and all other incumbrances (except the Mines and Minerals which yet remain the property of the said Archbishop and his Successors) of the Close of Ground hereinafter particularly mentioned (except the road over the same which leads to Todd Hall) at or for the price or sum of four hundred and fifty five pounds being parcels of the tenements and hereditaments comprised and included in the said in part recited Indentures NOW THEREFORE THIS INDENTURE WITNESSETH that in pursuance of such Sale and in order to complete the same and also for and in consideration of the sum of four hundred and fifty five pounds of Lawful Money of Great Britain to the said Thomas Lord Ribblesdale in hand truly paid by the said Daniel Lonsdale and Edmund Lonsdale on or before the execution of these presents the receipt and payment whereof the said Thomas Lord Ribblesdale doth hereby own acknowledge confess and allow the same to be in full for the purchase of the Close of Ground hereinafter mentioned and of and from the same and every part thereof doth hereby acquit release and discharge the same Daniel Lonsdale

and Edmund Lonsdale their heirs executors and administrators for ever by these presents HE the said Thomas Lord Ribblesdale (in pursuance and by force of the power to him given and reserved in and by the last above recited Indenture and of all and singular other powers to him belonging HATH absolutely and irrevocably directed limited and appointed and by these present deed or Writing sealed and delivered by him in the presence of and attested by two Witnesses whose names are indorsed thereon DOTH absolutely and irrevocably direct limit and appoint that All that the Reversion or Remainder in fee simple of All that Close Inclosure or parcel of Ground situate lying and being in Haslingden aforesaid called and commonly known by the name of Broadfield and containing in customary measure two acres one rood and thirty-eight perches or thereabouts be the same more or less and now in the possession of Richard Whitaker or his undertenants with the appurtenances thereto belonging shall from time to time and at all times hereafter remain continue and be TO THE ONLY PROPER USE AND BEHOOF of the said Daniel Lonsdale and Edmund Lonsdale their heirs and assigns for ever as tenants in common and not as joint tenants AND THIS INDENTURE FURTHER WITNESSETH that for the considerations aforesaid and in consideration of the sum of four hundred and fifty-five pounds so as aforesaid paid by the said Daniel Lonsdale and Edmund Lonsdale to the said Thomas Lord Ribblesdale and also for and in consideration of the sum of ten shillings of like lawful money to the said Thomas Lord Ribblesdale and John Peart in hand paid by the said Daniel Lonsdale and Edmund Lonsdale on or before the sealing and delivery of these presents the receipt whereof is hereby acknowledged the said Thomas Lord Ribblesdale (according to his several and respective estates under and by virtue of the said recited Lease of the second day of September and the said Indenture of Grant of the twenty fifth day of November last[]) and each of them and the said John Peart (at the request and by the direction of the said Thomas Lord Ribblesdale testified by his being a party to and sealing and delivering these presents[]) (so far as he the said John Peart is interested or entitled under and by virtue of the said recited Indenture of the twenty fifth day of November last past) HAVE and each and every of them HATH Granted bargained Sold aliened released to enfeofed and confirmed and by these DO and each and every of them DOTH Grant bargain Sell alien release enfeof and Confirm unto the said Daniel Lonsdale and Edmund Lonsdale and their heirs ALL that the aforesaid Close of Ground called Broad field with the appurtenances situate and being in Haslingden aforesaid hereinbefore mentioned and hereinbefore by the said Thomas Lord Ribblesdale directed limited and appointed to the said Daniel Lonsdale and Edmund Lonsdale TOGETHER with all and singular ways passages easements Rights Privileges and appurtenances to the said hereby granted and confirmed premises belonging or appertaining or accepted reputed taken or known as part parcel or member thereof AND the reversion and reversions remainder and remainders yearly and other rents Issues and profits thereof and of every part and parcel thereof AND all the estate Right title Interest use trust property possession Claim and demand whatsoever both at law and in equity of them the said Thomas Lord Ribblesdale and John Peart or either of them of in to or out of the said premises or any parcel thereof TO HAVE AND TO HOLD the said Close of Ground hereinbefore mentioned and intended to be hereby Granted enfeofed and Confirmed with the appurtenances unto the said Daniel Lonsdale and Edmund Lonsdale their heirs and assigns TO THE ONLY PROPER USE AND BEHOOF of the said Daniel Lonsdale and Edmund Lonsdale their heirs and assigns for ever as tenants in common and not

as joint tenants AND the said John Peart for himself his heirs executors and administrators doth Covenant promise and agree to and with the said Daniel Lonsdale and Edmund Lonsdale their heirs and assigns that he the said John Peart hath not at any time heretofore made done or committed any act matter or thing whatsoever whereby or by reason whereof the said Close of Ground and premises hereby granted enfeoffed and confirmed are is can shall or may be impeached charged or incumbered in title charge estate or otherwise howsoever AND the said Thomas Lord Ribblesdale for himself his heirs executors and administrators doth Covenant promise grant and agree to and with the said Daniel Lonsdale and Edmund Lonsdale their heirs and assigns by these presents in manner and form following that is to say that for and notwithstanding any act matter deed or thing whatsoever by him the said Lord Ribblesdale or any of his Ancestors or by or from any persons or person lawfully claiming or to claim by from under or in trust for him them or any of them made done committed or willingly suffered to the contrary THEY the said Thomas Lord Ribblesdale and John Peart now have in themselves or one of them hath in himself good right full power lawful and absolute authority to grant and convey all and singular the said Close of Ground and premises hereinbefore expressed to be hereby appointed granted enfeoffed and confirmed with their appurtenances unto and to the use of the said Daniel Lonsdale and Edmund Lonsdale their heirs and assigns and according to the true Intent and meaning of these presents AND FURTHER that it shall and may be lawful to and for the said Daniel Lonsdale and Edmund Lonsdale their heirs and assigns from time to time and at all times for ever hereafter peaceably and quietly to enter upon and to have hold use occupy possess and enjoy all and singular the said hereby appointed and confirmed premises with their appurtenances without and lawful let Suit trouble Denial Eviction Interruption or disturbance of or by the said Thomas Lord Ribblesdale his heirs or assigns or of or by any other person or persons lawfully claiming or to claim from by through or under or in trust for his Lordship or any of his Ancestors And that free and clear and freely clearly and absolutely acquitted exonerated and discharged or otherwise by the said Thomas Lord Ribblesdale his heirs or assigns or some of them well and sufficiently saved defended kept harmless and indemnified of from and against all and all manner of former and other Gifts estates titles Charges and incumbrances whatsoever had made done committed or willingly suffered by the said Thomas Lord Ribblesdale and John Peart or either of them or any of the Ancestors of the said Thomas Lord Ribblesdale or of any other person or persons having or lawfully claiming any estate right Title or Interest by from through or under or in trust for him them or any of them or by or under any present or future Arch Bishop [*sic*] of Canterbury or by or under any present or future Curate or Curates Minister or Ministers serving any Chapels or Churches within the parish of Whaley aforesaid AND MOREOVER that the said Thomas Lord Ribblesdale and all and every person and persons having or lawfully claiming or shall or may have or lawfully claim any estate right title trust or interest at Law or in equity of in to or out of the said Close of Ground and premises hereby appointed granted enfeoffed and confirmed or intended so to be from by through or under or in trust for them or either of them or any of the Ancestors of the said Thomas Lord Ribblesdale shall and will from time to time and at all times hereafter upon the reasonable request and at the costs and charges in the law of the said Daniel Lonsdale and Edmund Lonsdale their heirs or assigns make do acknowledge levy suffer and execute or cause to be made done acknowledged levied suffered and executed all such further and other lawful and reasonable Acts deeds Con-

veyances and assurances in the law whatsoever for the further better more perfect and absolute limiting and appointing granting conveying and assuring the said hereby released and appointed premises with their appurtenances unto the said Daniel Lonsdale and Edmund Lonsdale their heirs or assigns be the same by fine feoffment Common recovery or otherwise howsoever as by the said Daniel Lonsdale and Edmund Lonsdale their heirs or assigns or their or either or any of their Council in the law shall be reasonably advised devised or required so as such further assurances contain them no further or other covenant or warranty than against the person or persons his her or their heirs executors or administrators who shall make or execute the same and so as the party or parties who shall be required to make or execute such further assurances be not compelled or compellable for the making or doing thereof to go or travel above ten Miles from his or their dwellings or places of abode AND the said Thomas Lord Ribblesdale and John Peart HAVE and each of them HATH constituted and ordained and in their and each of their place and stead put and by these presents DO and each of them DOTH constitute and ordain and in their and each of their place and stead put the said John Wilden as their and each of their lawful attorney for them the said Thomas Lord Ribblesdale and John Peart and each of them and in their and each of their name place and stead to enter the said premises hereby granted enfeoffed and confirmed or intended so to be or any part thereof respectively in the name of the whole thereof respectively and thereof to take possession and after possession thereof so had and taken full quiet and peaceable possession and seizen thereof to deliver to the said Daniel Lonsdale and Edmund Lonsdale or their lawful attorney in that behalf TO HOLD the same unto the said Daniel Lonsdale and Edmund Lonsdale their heirs and assigns for ever as tenants in common according to the true intent and meaning of these presents AND LASTLY the said Thomas Lord Ribblesdale for himself his heirs executors administrators and assigns doth covenant promise and agree to and with the said Daniel Lonsdale and Edmund Lonsdale their heirs and assigns that he the said Thomas Lord Ribblesdale his heirs executors administrators or assigns shall and will from time to time and at all times hereafter upon every reasonable request and at the proper costs and charges in the law of the said Daniel Lonsdale and Edmund Lonsdale their heirs or assigns (unless prevented by fire or other inevitable accidents) produce and shew forth or cause to be produced and shewn forth unto the said Daniel Lonsdale and Edmund Lonsdale their heirs or assigns or to their or any of their Councils attorneys agents or Solicitors or at any tryal or hearing in any Court of Law or equity or otherwise as occasion shall be and require the said hereinbefore in part recited Lease of the second day of September last past and the said hereinbefore in part recited Indenture of Grant of the twenty fifth day of November likewise last past And also shall and will at all times hereafter at the like request costs and charges make and deliver or cause to be made and delivered unto the said Daniel Lonsdale and Edmund Lonsdale his heirs or assigns attested copies or suffer copies to be made and taken by any person or persons whomsoever of the said Indentures or either of them for the better evidencing maintaining and defending the title of the said Daniel Lonsdale and Edmund Lonsdale their heirs or assigns of in and to the said hereby granted and appointed Close of Ground and premises and also shall and will in the mean time keep and preserve the said two several Indentures safe undefaced unobliterated and uncanceled damage by fire or other inevitable accident only excepted IN WITNESS whereof the parties to these presents have set their hands and seals the day and year first herein written.

John (l.s.) Peart—(l.s.) Ribblesdale—Signed sealed and delivered (being

first duly stamped by the within named Thomas Lord Ribblesdale) in the presence of—Thomas Wilkinson—John Wilson—Signed sealed and delivered (being first duly stamped by the within named John Peart) in the presence of—Rebecca Slater—Jas. Paley

BE IT REMEMBERED that on the day of One thousand eight hundred I the within named John Wilden by virtue and in pursuance of the within written Letter or power of Attorney did enter into the within mentioned field called Broad field with the appurtenances in and by the within Indenture Granted enfeoffed and Confirmed or expressed or intended so to be and thereof took possession and after possession thereof so had and taken full quiet and peaceable possession and seizen did deliver to the within named Daniel Lonsdale and Edmund Lonsdale TO HOLD the same unto the said Daniel Lonsdale and Edmund Lonsdale their heirs and assigns for ever according to the true intent and meaning of within written Indenture As witness my hand
Witness

RECEIVED the day and year first within written of and from the within named Daniel Lonsdale and Edmund Lonsdale the sum of four hundred and fifty five pounds being the consideration money within expressed to be by them paid to me As Witness my hand Ribblesdale—Witness Thomas Wilkinson—John Wilson

£
455

II.—ENCLOSURE FROM THE COMMON AT LUND BANKS

By an indenture dated the twelfth day of May in the fortieth year of George III and A.D. 1800 between the same first two parties as in the preceding deed Robert Pickup of Blackburn in the county palatine of Lancaster Innkeeper of the third part and John Wilden of Haslingden aforesaid [but not actually mentioned before] Taylor of the fourth part and in the same form with substantially the same wording and in consideration of one hundred pounds " All that Close Inclusion or parcel of ground situate lying and being within Haslingden aforesaid called and known by the name of Lund Banks and containing by admeasurement in Customary Measure five acres three roods sixteen perches and now in the occupation of Richard Whitaker with the common right thereto belonging " was conveyed to Robert Pickup. The witnesses are in the case of Lord Ribblesdale " T. Collins Jas Paley " and in the case of John Peart " George Crisp Jas Paley " ; and the certificate of enfeoffment is completed and signed by John Wilden and attested by " John Smith George Hargreaves Rakefoot " [According to the ordnance survey the area is 10a. 1r. 34p. in statute measure equal to 5a. 2r. 21p. in Lancashire measure of seven yards and a half to the rod which would seem to have been the customary measure used in 1800.]

APPENDIX C

ELIZABETHAN GRANT TO ROBERT HOLDEN OF 23½ ACRES 20 FALLS IN HASLINGDEN (GRANE).

Duchy of Lancaster. Miscellaneous Books. (D.L. 42), No. 46, ff. 259d-261d.

¹ Elizabeth dei gratia Anglie Francie et Hibernie Regina fidei defensor etc. Omnibus ad quos presentes littere nostre pervenerint Salutem Sciatis quod nos ad humilem petecionem et specialem requisicionem dilecti nobis Jacobi ² Crofte, militis contratalliatoris Hospicii nostri in complementum concessionum per nos per litteras nostras patentes sub magno sigillo nostro Anglie gerentes datum apud Wildhall decimo die Augusti anno regni nostri xxv^{to} prefato Jacobo Crofte confectas et irrotulatas inter recorda Ducatus nostri Lancastrie apud Westmonasterium in comitatu nostro Middlesexie remanentia prout per easdem plenius apparet de gratia nostra speciali ac ex certa scientia et mero motu nostris per advisamentum et consensum Consilii nostri Ducatus nostri Lancastrie predicti dedimus et concessimus ac per presentes pro nobis heredibus et successoribus nostris damus et concedimus dilecto subdito nostro Roberto Holden alias Elston generosum viginti tres acras terre et dimidiam acram terre et viginti les falles terre cum pertinenciis in Haslingden in Comitatu nostro Lancastrie ³ modo vel nuper in separalibus tenuris sive occupacionibus Johannis Heape Christoferi Hargreves Henrici Hargreves Ricardi Hargreves Georgii Hargreves Edwardi Heape Johannis Rothwell Adami Rothwell Georgii Ducksbury Jacobi Rothwell Ricardi Rothwell at Willelmi Rothwell vel assignatorum suorum Que omnia et singula premissa superius expressa et specificata jacent in Haslingden predicto ac a nobis et ab alijs progenitoribus nostris usque ad quartum diem Octobris et in quarto die Octobris anno regni nostri xxvj^{to} conclata substracta et iniuste detenta fuerunt Ac redditus reverciones aut exitus inde nec alicuius inde parcelle nobis aut progenitoribus nostris minime responsa fuerunt prout per certificacionem Willelmi Farrington Jacobi Ashton Briani Parker armigerorum et aliorum virtute cuiusdam commissionis sigillo Ducatus nostri Lancastrie sigillate prefatis Willelmo Farrington Jacobo Ashton Briano Parker armigeris et aliis directe per sacramentum Ricardi Hancock generosi Thome Ryley generosi et aliorum captam apud Cliderowe in predicto comitatu nostro Lancastrie v^{to} die Octobris anno regni nostri xxvj^{to} ac modo returnatam et in Camera Ducatus nostri Lancastrie predicti apud Westmonasterium inter recorda eiusdem Ducatus ibidem remanentem plenius liquet et apparet et labore industria et expensis prefati Jacobi Crofte militis deputatorum sine assignatorum suorum reperta et inventa fuerunt sic esse conclata abstracta et iniuste detenta Et ulterius nos ad humilem peticionem et specialem requisicionem prefati Jacobi Crofte militis per advisamentum et consensum predictum de uberiori ⁴ gratia nostra ac ex certa scientia et mero motu nostris dedimus et concessimus ac per presentes pro nobis heredibus et successoribus nostris damus et concedimus prefato Roberto Holden alias Elston heredibus et assignatis suis omnia et omnimoda boscos subboscos et arbores nostras quascumque de in et super omnibus predictis viginti tribus

¹ *Margin* : Holden Robert.

² MS. dilectis nobis Jacobo.

³ *Margin* : terra conclata in Haslingden Lanc'.

⁴ MS. uberiora.

acris et dimidia acra et viginti falles superius per presentes preconcessis ac de in et super quamlibet sive aliquam eorundem parcelлам crescentes et existentes ac totam terram fundum et solum eorundem boscorum subboscorum et arborum cum eorum pertinenciis vniversis adeo plene libere et integre ac in tam amplis modo et forma prout ea omnia et singula premissa in manibus nostris jam existit [*sic*] seu existere debet vel deberent Habendum tenendum et gaudendum omnia et singula predictas viginti tres acras terre et dimidiam acram terre et les viginti falles cum omnibus et singulis suis pertinenciis vniversis superius specificata et recitata et quamlibet inde parcelлам prefato Roberto Holden alias Elston heredibus et assignatis suis in feodi firma imperpetuum ad solum et proprium opus et usum ipsius Roberti Holden alias Elston heredum et assignatorum suorum imperpetuum Tenendum omnia et singula premissa de nobis heredibus et successoribus nostris in libero et communi socagio ut de manerio nostro de Estgrenewich in comitatu nostro Lancastrie per fidelitatem tantum et non in capite Reddendo proinde annuatim nobis heredibus et successoribus nostris de et pro premissis superius expressis et specificatis ac per presentes preconcessis vij^s x^d ob. legalis monete Anglie ¹ ad festa Sancti Michaelis archangeli et Annunciacionis Beate Marie Virginis singulis annis per equales porciones Receptoribus nostris generalibus Ducatus nostri Lancastrie aut particulari Receptoribus possessionum nostrarum ² in dicto comitatu nostro Lancastrie dicti Ducatus nostri Lancastrie heredum et successorum nostrarum pro tempore existenti aut eorum vel alterius eorum in hac parte deputatis solvendo pro omnibus et singulis aliis redditibus serviicii exactionibus et demandis quibuscumque proinde nobis heredibus et successoribus nostris quoquomodo reddendis solvendis vel faciendis Et ulterius nos ad humilem petitionem et specialem requisicionem prefati Jacobi Crofte militis per advisamentum et consensum predictum ac de gratia nostra speciali certa scientia et mero motu nostris dedimus et concessimus ac per presentes pro nobis heredibus et successoribus nostris damus et concedimus prefato Roberto Holden alias Elston executoribus et assignatis suis omnia et singula exitus redditus reversiones annualia proficua et arreragia quecumque omnium et singulorum premissorum superius expressorum ac per presentes preconcessorum cum eorum pertinenciis vniversis et cuiuslibet inde parcelle a tempore vel temporibus quo vel quibus eadem aut aliqua inde parcella a nobis cancelata et iniuste detenta fuerunt hucusque provenientia crescentia sive emergentia ac a tempore vel temporibus quo vel quibus eadem premissa ad manus nostras seu ad manus aliquorum progenitorum nostrarum devenerunt seu devenire debuerunt seu debuissent hucusque provenientia crescentia et renovantia Habendum tenendum et percipiendum eadem exitus redditus et alia annualia proficua predicta ac arreragia eorundem prefato Roberto Holden alias Elston executoribus et assignatis suis ex dono nostro absque aliquo computo seu aliquo alio proinde nobis heredibus vel successoribus nostris quoquo modo reddendo solvendo vel faciendo Ac insuper nos ad humilem petitionem et specialem requisicionem prefati Jacobi Crofte militis per advisamentum et consensum predictum volumus ac de uberiori gratia nostra certa scientia et mero motu nostris per presentes pro nobis heredibus et successoribus nostris concedimus prefato Roberto Holden alias Elston heredibus et assignatis suis quod he littere nostre patentes et irrotulamentum eorundem erunt posthac firme valide bene sufficientes et effectuales in lege erga nos heredes et successores nostros tam in omnibus curiis nostris quam alibi infra et extra hoc regnum nostrum Anglie absque aliquibus confirmationibus licenciis vel tolleracionibus de nobis heredibus vel successoribus

¹ *Marginal* ro vijs. xd. ob.

² MS. nostrarum.

nostris imposterum per prefatum Robertum Holden alias Elston heredes executores administratores et assignatos suos seu eorum aliquem aut aliquos procurandis aut obtinendis non obstante male nominandum vel male recitandum aut non recitandum predictorum terrarum reddituum revercionum et ceterorum omnium et singulorum premissorum superius per presentes preconcessorum vel alicuius inde partis sive parcellae superius expressorum et specificatorum Et non obstante non inveniendum officium aut inquisitionem premissorum predictorum aut alicuius inde parcellae per que titulus noster inveniri debuit ante confeccionem harum litterarumstrarum patentium et non obstante male recitandum aut non recitandum aliquam dimissionem aut concessionem de premissis aut de aliqua inde parcella antehac factam tam tam [*sic*] de recordo quam non recordo Et non obstante quod de nominibus tenencium siue occupatorum premissorum et ceterorum hereditamentorum predictorum aliquorum premissorum vel alicuius inde parcellae plene et certe non fit mencio Et non obstante aliquibus defectibus in certificatione vel particulari vel inquisitione de certitudine vel computacione aut declaracione veri annui valoris premissorum aut alicuius inde parcellae aut annualis redditus reservati de et super premissis vel de et super aliqua inde parcella expressi et contenti in hijs litteris nostris patentibus Et non obstante aliquibus alijs defectibus in non nominando aut in non [*sic*] male nominando alicuius¹⁻ tenentis [?] siue occupatoris aut aliquorum tenentium siue occupatorum premissorum superius preconcessorum aut alicuius inde parcellae aut in non nominando aut in non recte nominando alicuius⁻¹ communis ville hamlette aut parochie aut campi in quibus premissa vel aliqua inde parcella existunt vel existit aut in non nominando vel male nominando naturam genus speciem quantitatem aut qualitatem premissorum aut alicuius inde parcellae Proviso semper quod si contingat vel contingeret predictus redditus vij^s. x^d. ob. etc. Proviso semper quod si premissa per presentes preconcessa vel aliqua inde parcella non fuerunt a nobis heredibus vel successoribus nostris conclata substracta et iniuste detenta predicto quarto die Octobris anno regni nostri xxvj^{to} quod tunc quoad illam partem siue parcellam vel illas partes siue parcellas eorundem premissorum sic non conclatas substractas et iniuste detentas hac [*sic*] pressens concessio vacua sit et pro nihilo habeatur in lege aliquo in contrarium non obstante Volumus etiam ac per presentes concedimus prefato Roberto Holden alias Elston quod habeat has litteras nostras patentes tam sub sigillo Comitatus palatini Lancastrie quam sub sigillo dicti Ducatus nostri Lancastrie debito modo factas et sigillatas absque fine magno seu parvo nobis quoquomodo reddendo vel faciendo etc. In cuius rei testimonium etc. Datum apud Palacium Westmonasterii tam sub sigillo Comitatus palatini nostri Lancastrie quam sub sigillo Ducatus nostri Lancastrie xiiij^{to} die Maij anno regni nostri xxviij^e

per Consilium Ducatus predicti
Tusser.

¹⁻¹ MS. has these words in the margin, a caret mark being inserted after "alicuius".

APPENDIX D

JACOBEOAN GRANT TO ROBERT HOLDEN OF 8 MESSUAGES 8 GARDENS 89½ ACRES 30 FALLS, ETC., IN HASLINGDEN

Duchy of Lancaster Records. North Auditor's Books of Leases, Patents, etc.
9 James the First to 13 Charles the First. Fol. 5. [*Miscellaneous Books (Duchy of Lancaster)*, Vol. 52.]

Holden Robertus
armiger

Jacobus dei gratia Anglie Scotie Francie et Hibernie
Rex fidei defensor etc. omnibus ad quos presentes
littere nostre pervenerint salutem Sciatis quod nos

pro et in consideratione summe septem librarum et decem solidorum legalis monete Anglie ad Receptam Scaccarii nostri apud Westmonasterium ad manus dilecti servientis nostri Willelmi Bowyer militis unius numeratorum ejusdem Scaccarii nostri per dilectum subditum nostrum Robertum Holden armigerum bene et fideliter solute unde fatemur nos plenarie fore satisfactos et persolutos eundemque Robertum Holden heredes executores et administratores suos inde acquietatos et exoneratos esse imperpetuum per presentes quam pro diversis aliis bonis causis et consideracionibus nos nos [*sic*] ad presens specialiter moventibus de gratia nostra speciali ac ex certa scientia et mero motu nostris dedimus concessimus et confirmavimus ac per presentes pro nobis heredibus et successoribus nostris damus concedimus et confirmamus prefato Roberto Holden heredibus et assignatis suis omnia illa octo messuagia octo gardina et octoginta novem acras et dimidiam terre et tres [*sic*] les falles terre cum suis pertinentiis in Haslingden in comitatu nostro Lancastrie unde quedam parcella scituatur et jacet super orientalem partem quorundam rivulorum vocatorum Milne Brooke et Ugden water abuttans super terram customariam Roberti Gregory ex parte boriali et abuttans super Longshawe brook ex australi parte et alia parcella terre vocata Bridg-holme et alia parcella jacent super occidentalem partem predicti rivuli de Ugden inter predictum rivulum de Ugden et parcum de Musbury et residuum predictarum octoginta novem acrarum dimidie et triginta falles cum pertinentiis jacent ex occidentali par [te] de Milne Brooke predicto in uno tenemento vocato Risheton place Que quidem octo messuagia octo gardina octoginta novem acre et dimidia terre et triginta les falles terre modo sunt vel nuper fuerunt in separalibus tenuris sive occupationibus Oliveri Holden Gilberti Holden Radulphi Tayler Johannis Gregory Isabelle Hargraves vidue Agnete Jackson vidue Johannis Jackson Ricardi Jackson filii predicti Johannis Gregory Barnes et Ricardi Risheton vel assignatorum suorum Necnon totum illud messuagium et gardinum nostrum continens viginti octo falles terre cum pertinentiis in Haslingden modo vel nuper in tenura sive occupatione Jennet Asheworth vidue et unum gardinum ibidem continens sex falles terre modo vel nuper in tenura sive occupatione Agnete Jackson vidue vel assignatorum suorum Necnon totum illud messuagium ac gardinum nostrum continens quatuor falles terre et dimidiam cum pertinentiis ibidem modo vel nuper in tenura sive occupatione Roberti Shuttleworth vel assignatorum suorum Necnon totum illud gardinum nostrum continens duas falles et dimidiam terre ibidem modo vel nuper in tenura sive occupatione Ricardi Hargraves vel assignatorum suorum Damus etiam et per presentes pro nobis heredibus et successoribus nostris pro consideratione predicta concedimus

prefato Roberto Holden heredibus et assignatis suis omnia et singula messuagia domos edificia structuras horrea stabula columbaria hortos pomaria gardina terras tenementa prata pascua pasturas communias vasta jampna brueras moras mariscos fossata vias vacua funda et vias semitas esiamna boscos subboscos terras boscales et arbores nostras quascunque fructus proficua comoditates aquas aquarum cursus piscarias piscaciones redditus revenciones et servicia redditus onera redditus siccos ac redditus et servicia tam liberorum quam customariorum tenentium super quibuscunque dimissionibus seu concessionibus reservata opera tenentium annuales redditus franchises libertates privilegia proficua comoditates advantagia emolumenta possessiones et hereditamenta nostra quecunque cum eorum juribus membris et pertinentiis universis scituata jacentia existentia provenientia crescentia renovantia sive emergentia infra villam campos parochiam locum sive hamlettam de Haslingden predicto in dicto comitatu nostro Lancastrie predictis premissis per presentes concessis et mencionatis fore concessa vel eorum alicui quoquo modo spectantia pertinentia incidentia vel appendentia aut ut membra partes vel parcelle eorundem messuagiorum terrarum tenementorum et hereditamentorum quoruncunque ac superius per presentes concessa aut mencionata fore concessa seu eorum aliquorum vel alicujus unquam antehac habita cognita accepta occupata usitata locata reputata seu gavisa existentia Necnon revercionem et reverciones remanerium et remaneria et redditus quecunque predictorum messuagiorum terrarum tenementorum et hereditamentorum quoruncunque ac ceterorum premissorum superius per presentes concessorum aut mencionatorum fore concessa et cujuslibet inde partis vel parcelle Et ulterius de ampliori gratia nostra speciali ac ex certa scientia et mero motu nostris volumus et per presentes pro nobis heredibus et successoribus nostris damus concedimus et confirmamus prefato Roberto Holden heredibus et assignatis suis imperpetuum quod ipse prefatus Robertus Holden heredes et assignati sui decetero imperpetuum habeant teneant et gaudeant ac habere tenere et gaudere valeant et possint de in et infra predicta messuagia terras tenementa et cetera premissa superius per presentes concessa seu mencionata fore concessa ac infra quamlibet inde partem vel parcelam deinceps tot tanta talia eadem hujusmodi et consimilia nostra jurisdictiones franchises libertates consuetudines privilegia comoditates proficua advantagia emolumenta et hereditamenta quecunque quot quanta qualia et que ac adeo plene libere et integre ac in tam amplis modo et forma prout aliquis alius sive aliqui alii predicta messuagia terras tenementa et cetera omnia et singula premissa superius per presentes concessa vel mencionata fore concessa aut aliquam inde partem vel parcelam antehac habentes possidentes occupantes aut seisiti inde existentes habens possidens occupans aut seisitus inde existens habuit tenuit vel gavisus fuit seu unquam habuerunt tenuerunt vel gavisus fuerunt seu habere tenere uti vel gaudere debuerunt aut debuit in predictis premissis superius per presentes preconcessis aut mencionatis fore concessa aut in qualibet inde parte vel parcella ratione vel pretextu alicujus carte donicionis [*sic*] cessionis aut aliquarum litterarum patentium per nos seu per aliquem progenitorum sive predecessorum nostrorum antehac habitatum factorum vel concessarum seu confirmatarum aut ratione vel pretextu alicujus legitime prescriptionis usus seu consuetudinis antehac habite seu usitate aut aliter quocunque legali modo seu titulo ac adeo plene libere et integre ac in tam amplis modo et forma prout ea omnia et singula premissa superius per presentes concessa aut mencionata fore concessa aut aliqua inde pars sive parcella ad manus nostras seu ad manus aliquorum progenitorum sive predecessorum nostrorum nuper Regum vel Reginarum Anglie aut ad manus eorum vel eorum alicujus ratione vel pre-

textu alicujus excambii vel perquisicionis aut alicujus doni vel concessionis aut alicujus attincture sive forisfacture aut ratione vel pretexto alicujus actus vel aliquorum actuum parlamenti aut ratione escaete seu quocunque alio legali modo jure seu titulo devenerunt seu devenire debuerunt ac in manibus nostris jam existunt seu existere debent vel deberent [*sic*] Que

Lanc'

omnia et singula premissa superius per presentes concessa vel mencionata fore concessa jacent et existunt in Haslingdon predicto ac sunt vel reputata sunt fore parcellae manerii de Acrington ac parcellae terrarum et pos-

Habendum

sessionum antiqui Ducatus nostri Lancastrie in comitatu nostro Lancastrie predicto ac per particulare inde mencionantur esse annualis redditus sive valoris triginta solidorum Habendum tenendum et gaudendum omnia et singula predicta messuagia terras tenementa hereditamenta ac cetera omnia et singula premissa superius expressa et specificata ac per presentes concessa aut mencionata fore concessa cum eorum pertinentiis universis et quamlibet inde partem sive parcellam ac revercionem et reverciones remanerii et remaneria nostra quecunque omnium et singulorum eorundem premissorum et eorum cujuslibet prefato Roberto Holden heredibus et assignatis suis ad solum et proprium opus et usum ipsius Roberti heredum et assignatorum suorum in feodi firma imperpetuum

Tenendum

Tenendum omnia et singula premissa superius per presentes concessa vel mencionata fore concessa cum eorum pertinentiis universis de nobis heredibus et successoribus nostris ut de manerio de Acrington in libero et comuni socagio per fidelitatem tantum et non in capite nec per servicium militare ac reddendo inde annuatim nobis heredibus et successoribus nostris triginta

Reddendo

30^s per
annum

solidos legalis monete Anglie ad manus Receptoris particularis eorundem premissorum pro tempore existenti ad festa Annunciacionis Beate Marie

Virginis et Sancti Michaelis Archangeli per equales porciones solvendo imperpetuum pro omnibus aliis redditibus serviciis exactionibus et demandis quibuscunque proinde nobis heredibus vel successoribus nostris quoquomodo reddendis solvendis vel faciendis Et ulterius de ampliori gratia nostra speciali ac ex certa sciencia et mero motu nostris pro consideratione predicta dedimus concessimus perdonavimus remissimus et relaxavimus prefato Roberto Holden heredibus et assignatis suis omnes et singulas intrusiones intraciones et ingressus de et in predictis premissis superius per presentes preconcessis vel mencionatis fore concessa aut de in et super aliquam inde partem sive parcellam antehac per predictum Robertum Holden heredes executores administratores vel assignatos suos aut per aliquam aliam personam sive aliquas alias personas ad aliquod tempus antehac habitas seu factas seu legali modo jure seu titulo ac omnia et singula exitus fines redditus revenciones annualia proficua et arreragia quecunque omnium et singulorum premissorum superius expressorum et specificatorum ac per presentes concessorum aut mencionatorum fore concessa et cujuslibet inde partis sive parcellae quoquomodo ante datum harum litterarum nostrarum patentium hucusque provenientia crescentia accidentia incursa sive solubilia ac omnia arreragia inde preter annuales redditus ante confeccionem presencium nobis exeuntia aut mencionata fore exeuntia de premissis aut de aliqua inde parte sive parcella et nobis debita et solvenda aut coram aliquo Auditore nostro in onere existenti ac omnia arreragia inde ac preter omnes et omnimodos fines exitus denariorum summas foresfacturas ac arreragia quecunque nobis debita incursa forisfacta seu solubilia pro vel in respectu alicujus conveyancie sive

alienacionis premissorum aut alicujus inde partis sive parcelle antehac habite facte vel premissae sine licentia nostra regia aut aliquorum progenitorum nostrorum in ea parte prius non obtenta. Et ulterius volumus ac per presentes pro nobis heredibus et successoribus nostris significamus et declaramus beneplacitum et intencionem nostram fore et esse et similiter idem Robertus pro seipso heredibus et assignatis suis voluit et assensum suum prebet Quod he littere nostre patentes aut aliquid in eisdem contentum aliqualiter se non extendat ad onerandum remittendum sive relaxandum aliqua debita sive denariorum summas nobis ante confeccionem presencium incurra sive solubilia nec alia media modos cursus sive jura que nos ante confeccionem harum litterarum nostrarum patentium habuimus aut debuimus ad levandum recipiendum aut recuperandum eadem debita aut denariorum summas aut eorum aliqua de in et super predicta messuagia terras tenementa et cetera premissa preconcessa aut mencionata fore concessa aut de in et super aliquam partem sive parcelam. Et ulterius de ampliori gratia nostra speciali ac ex certa scientia et mero motu nostris volumus et per presentes concedimus prefato Roberto Holden heredibus et assignatis suis quod nos heredes et successores nostri imperpetuum annuatim et de tempore in tempus exonerabimus acquietabimus et indemnes conservabimus tam prefatum Robertum Holden heredes et assignatos suos quam predicta messuagia terras tenementa et cetera omnia et singula premissa superius per presentes preconcessa aut mencionata fore concessa et quamlibet inde partem sive parcelam cum eorum pertinentiis universis versus nos heredes et successores nostros secundum veram intencionem harum litterarum nostrarum patentium de et ab omnibus et omnimodis corodiis redditibus feodi firmis annuitatibus pensionibus et denariorum summis ac omnibus quibuscunque de premissis superius per presentes preconcessis aut mencionatis fore concessa seu de aliqua inde parte sive parcella nobis heredibus et successoribus nostris quoquomodo exeuntibus seu solvendis vel superinde versus nos heredes vel successores nostros oneratis seu onerandis preterquam de serviciis tenuris redditibus finibus forisfactoris et ceteris premissis in his presentibus nobis heredibus et successoribus nostris superius per presentes exceptis sive reservatis Volentes etiam et per presentes pro nobis heredibus et successoribus nostris firmiter injungentes et precipientes tam Cancellario Ducatus nostri Lancastrie heredum et successorum nostrorum quam omnibus et singulis Receptoribus Auditoribus et aliis officiariis et ministris nostris heredum et successorum nostrorum quibuscunque pro tempore existenti quod ipsi et eorum quilibet super solam demonstrationem harum litterarum nostrarum patentium vel irrotulamenti earundem absque aliquo brevi seu warranto a nobis heredibus vel successoribus nostris quoquomodo impetrando seu proseguendo plenam integram debitamque allocationem et onerationem manifestam de omnibus et singulis hujusmodi corodiis redditibus feodis annuitatibus pensionibus et denariorum summis ac oneribus quibuscunque preterquam de predictis debitis denariorum summis et tenuris preantea ut prefertur reservatis ac per prefatum Robertum Holden heredes et successores suos solubilibus faciendis seu performandis de premissis seu de aliquo premissis nobis heredibus vel successoribus nostris quoquomodo exeuntibus seu solvendis vel superinde versus nos heredes vel successores nostros oneratis seu onerandis prefato Roberto Holden heredibus et assignatis suis faciendum et de tempore in tempus fieri causabunt Et he littere nostre patentes vel irrotulamentum earundem erunt annuatim et de tempore in tempus tam dicto Cancellario dicti Ducatus nostri Lancastrie heredum et successorum nostrorum quam omnibus et singulis Receptoribus Auditoribus et aliis officiariis et ministris nostris heredum et successorum nostrorum quibuscunque pro tempore existenti suffi-

ciens warrantum et exoneracio in hac parte Et ulterius de ampliori gratia nostra speciali ac ex certa sciencia et mero motu nostris pro consideratione predicta convenimus et concedimus pro nobis heredibus et successoribus nostris ad et cum prefato Roberto Holden heredibus et assignatis suis quod he littere nostre patentes vel irrotulamentum earundem erunt in omtibus et per omnia firme valide bone sufficientes et effectuales in lege erga et contra nos heredes et successores nostros tam in omnibus curiis quam alibi infra regnum nostrum Anglie absque aliquibus confirmacionibus licencis vel tolleracionibus de nobis heredibus et successoribus nostris imposterum per predictum Robertum Holden heredes et assignatos suos procurandis aut obtinendis non obstante male nominandum male recitandum aut non nominandum aut non recitandum predicta messuagia terras ac cetera premissa superius per presentes preconcessa aut mencionata fore concessa seu quamlibet seu aliquam inde partem sive parcellam Et non obstante non inveniendum aut male inveniendum officium sive officia aut inquisicionem sive inquisiciones premissorum superius per presentes preconcessorum aut mencionatorum fore concessa aut alicujus inde partis sive parcelle per que titulus noster inveniri debuit aut potuit ante confeccionem harum litterarum nostrarum patentium Et non obstante male recitandum male nominandum aut non recitandum aliquam dimissionem sive concessionem de premissis vel de aliqua inde parte vel parcella de recordo vel non de recordo vel aliter qualitercunque antehac factam existentem. Et non obstante male nominandum aut non nominandum aliquam villam hamlettam parochiam locum vel comitatum in quibus premissa vel aliqua inde pars vel parcella existunt sive existit Et non obstante quod de nominibus tenentium firmariorum sive occupatorum messuagiorum terrarum tenementorum et hereditamentorum predictorum sive aliquorum premissorum aut alicujus inde partis vel parcelle vera plena et certa non sit mencio. Et non obstante aliquibus defectibus de certitudine vel computatione aut deliberacione veri annui valoris premissorum aut alicujus inde partis vel parcelle aut annualis redditus reservati de in et super premissis vel de in et super aliqua inde parcella in his litteris nostris patentibus expressis et contentis Et non obstante statuto in parlamento domini Henrici nuper Regis Anglie Sexti antecessoris nostri anno regni sui decimo octavo facto et edito Et non obstante aliquibus aliis defectibus in nominando naturae generis speciei quantitatis et qualitatis sive valoris premissorum aut alicujus inde parcelle Eo quod expressa mencio de vero valore annuo aut de certitudine premissorum sive eorum alicujus aut de aliis donis sive concessionibus per nos seu per aliquem progenitorum nostrorum prefato Roberto Holden ante hec tempora factis in presentibus minime facta existens aut aliquo statuto actu ordinato provisione sive restrictione in contrarium inde antehac habito facto edito ordinato seu proviso aut aliqua alia re causa vel materia quacunque in aliquo non obstante. In cujus rei testimonium has litteras nostras fieri fecimus patentes datum apud Palatium nostrum Westmonasterii tam sub sigillo comitatus Palatini nostri Lancastrie quam sub sigillo Ducatus nostri Lancastrie duodecimo die Februarii anno regni nostri Anglie Francie et Hibernie undecimo et Scotie quadragesimo septimo

per commissionarium domini Regis

xvj^{to} die februarii
1613

Gerrard

APPENDIX E

ABSTRACT OF THE TITLE TO LAND AT FLAXMOSS IN HASLINGDEN

26 January 12 James I (1613-4) INDENTURE of this date (a great part of which is defaced by time) made between Robert Holden of Holden in the County of Lancaster Esquire and others and Ralph Holden Gentleman son and Heir apparent of the said Robert Holden being a Deed in order to suffer a Recovery and in and by which the uses are declared to the said Robert Holden and Ralph Holden in manner therein mentioned—Executed by all Parties.

28 March 12 James I (1614) INDENTURE of this date made between Robert Holden of Holden in the County of Lancaster Esquire and Ralph Holden Gentleman son and Heir apparent of the said Robert Holden of the one part and Thomas Holden of Haslingden in the said County Husbandman of the other part whereby it is therein witnessed that the said Robert Holden and Ralph Holden for the Consideration therein mentioned did Covenant and agree with the said Thomas Holden his Heirs and Assigns that they the said Robert Holden and Ralph Holden should and would on or before the Feast day of Saint Michael then next by Fine or Fines Feoffment or Feoffments and such other means as Counsel should advise Convey and assure unto the said Thomas Holden his Heirs and assigns forever ALL that and those Messuage and Tenement with the appurtenances situate lying and being in Haslingden aforesaid then or then late in the Tenure or Occupation of the said Thomas Holden his Assignee or assigns and all and every the Barns stables outhouses edifices buildings orchards folds backside gardens and curtilage to the same Messuage and Tenement or to either of them then or thentofore belonging or therewithal then or thentofore usually occupied or enjoyed and thereunto appertaining or belonging with the appurtenances situate lying and being in Haslingden aforesaid and all those the Closes Closures and parcels of Land Meadow and Pasture with their and every of their appurtenances in Haslingden aforesaid then or then late in the Tenure or Occupation of the said Thomas Holden his Assignee or assigns and then or thentofore called or known by the several Name or Names of the Great Marled Earth at the water the Middlemost Field the Bent the lower Bank the Little Bank under the House Door the little Holme beyond the water and the Lane beyond the water or by what name or names soever the same and every or any of them was or were or might be called or known The which same Closes Closures and parcels of land meadow and Pasture containing by estimation Eleven Acres one Rood and sixteen falls or thereabouts And all and Singular the Closes Land Ground and Hereditaments in Haslingden aforesaid then or then late in the Tenure or Occupation of the said Thomas Holden his assignee or assigns as part or parcel of or belonging unto the said Tenement and thentofore charged with or under the yearly Rent of six shillings and ninepence thentofore usually yielded or paid to the said Robert Holden for the said whole Tenement (Saving and reserving nevertheless and to the use and intent that the said Robert Holden and Ralph Holden and the Heirs and Assigns of the said Ralph Holden should and might forever from thenceforth nevertheless have hold

and enjoy all such and the same Miln ways Chimin and free passage for a Miln way to and from one Miln in Haslingden aforesaid called Holden Miln in by and over the Land Ground and prems. before mentioned and in such manner and form as then or thentofore within the space of two years then last past had been used to or for the coming to or returning from the said Miln in by or over the same Land Ground and premises or any part thereof unto or from such part or parcel of the Tenement or Hereditaments called or known by the name of Musbury Park or unto or from any part thereof as thentofore had been usual and accustomed And the Reversion &c. And all Deeds &c. TO HOLD the same unto and to the use of the said Thomas Holden his Heirs and Assigns forever—In which is inserted usual Covenants amongst which is a Covenant that the said premises were free from Incumbrances except a Lease granted to the said Thomas Holden and a Fee Farm Rent of Thirty shillings issuing from the said Premises and certain other Lands in Haslingden aforesaid and payable yearly to the King his Heirs or successors in or by force or Virtue of his Highness Letters Patent under the seal of the County Palatine and Dutchy of Lancaster bearing date at Westminster the 12th February then last—And the said Thomas Holden thereby Covenanted that he his Heirs and Assigns from thenceforth forever should and would pay to or to the use of the King as parcel of the said Rent of Thirty shillings the yearly sum of three shillings and ninepence halfpenny farthing on the days mentioned in the said Letters Patent and to do suit of Milne and bring to the said Milne all their corn and grain to be grown upon the said Premises to be Ground at the said Milne being Honestly used and to yield the accustomed Multure Executed by the said Robert Holden and Rd. Holden.

31 March 12 James I (1614) INDENTURE of Feoffment of this date (in Latin with Livery of seisin Indorsed) made between the said Robert Holden and Ralph Holden of the one part and the said Thomas Holden of the other part whereby the said Robert Holden and Ralph Holden did grant and Enfeoff unto the said Thomas Holden ALL the aforesaid Premises with the Appurtenances (except as aforesaid) TO HOLD the same unto and to the use of the said Thomas Holden his Heirs and Assigns forever Executed by the said Robert Holden and Rd. Holden.

15 August 1669 INDENTURE of this date and made between Oliver Holden of Flaxmoss aforesaid Yeoman and Oliver Holden son and Heir Apparent of the said Oliver of the one part and Robert Dearden of Haslingden aforesaid Yeoman of the other part whereby the said Oliver Holden the Elder and Oliver Holden the Younger did Covenant with the said Robert Dearden to levy One fine sur cognizance de droit come ceo and so forth at or before the tenth day of September then next unto the said Robert Dearden and his Heirs Of one Messuage eight acres of Land four acres of Meadow and five acres of pasture with the appurtenances in Haslingden wherein the said Oliver Holden the Elder had any Estate of Inheritance in possession reversion or Remainder WHICH said fine so to be had and levied is thereby declared that the same shall be deemed adjudged construed and expounded to be to and for the only use and behoof of the said Oliver Holden the Elder his Heirs and Assigns forever Executed by all the parties and attested.

27 August 21 Charles II (1669) CHIROGRAPH OF FINE Levied at Lancaster wherein the said Robert Dearden is Plaintiff and the said Oliver Holden the Elder and Oliver Holden the younger are Deforceants of one Messuage one Garden eight acres of Land four acres of Meadow and five Acres of pasture with the Appurtenances in Haslingden.

2 February 1672-3 INDENTURE of Feoffment of this date (with Livery of seisin Indorsed) made between the said Oliver Holden the Elder and Oliver Holden the younger of the one part and James Duckworth of Musbury Yeoman of the other part whereby the said Oliver Holden the Father and Oliver Holden the son in Consideration of £320 paid or secured to them or one of them by the said James Duckworth Did give grant bargain sell alien enfeoff and Confirm unto the said James Duckworth ALL those two Messuages and Tenements in Haslingden aforesaid and two Barns with all the Edifices outhouses and Buildings whatsoever to the said Messuages and Tenements belonging and divers Closes Closures or parcels of Land commonly called or known by the name of the Bent, the Middle Field, the Marled Earth, the Great Bank, the Meadow above the Barn, the lower Longshaw, the higher Longshaw, the Little Bank, and the two Little Holmes, and the Lane on the other side of the River Ogden, or by what other name or names they then might or had been called or known, which said premises contain by Estimation Eighteen acres of land or thereabouts be the same more or less All which premises were then in the Tenure Holding or Occupation of them the sd. Oliver Holden y^e father & Oliver Holden y^e Son or the one of them his or their assignee or assigns And also one Smithy House then in the Occupation of Thos. Holker of Haslingden Blacksmith his assignee or assigns Together with all Houses &c. And the Reversion &c. And all Deeds &c. TO HOLD the same unto and to the use of the said James Duckworth his Heirs and assigns forever—Executed by the said Oliver Holden y^e Elder and Oliver Holden y^e younger. and attested.

1 September 27 Charles II (1675) INDENTURE of Feoffment of this date (with Livery of seisin Indorsed) whereby the said James Duckworth Did grant and Enfeoff unto Lawrence Duckworth his son ALL and Singular the Premises comprised in the last abstracted Indenture (Except the said Smithy House) And all Houses &c. And the Reversion &c. TO HOLD unto and to the use of the said Lawrence Duckworth his Heirs and Assigns forever—Executed by James Duckworth and attested.

Note—James Duckworth was the Eldest son and Heir at Law of the said last named Lawrence Duckworth.

20 February 1702 PROBATE COPY of the last Will and Testament of Lawrence Duckworth of Flaxmoss in the County of Lancaster Yeoman (being the last named Lawrence Duckworth) whereby (inter alia) he gave unto James Duckworth his son and Heir ALL the Lands he the said Testator did then dwell on (meaning the Messuage Lands and Premises in this Abstract before mentioned) paying unto his Sisters Ann and Alice the sum of One Hundred Pounds to be equally divided betwixt them so soon as he should accomplish the age of twenty one years and appointed his Cousin John Duckworth his son in Law John Holden and his said Son James Duckworth Executors—Executed in the presence of three witnesses and was proved at Chester the 30th May 1704 by all the said executors. The last named James Duckworth died in or after the year 1760 Intestate or if he made a Will he afterwards destroyed it for it never was produced nor could any be found after whose death All and Singular the said Freehold or Fee Simple Messuage Lands and Premises descended to Lawrence Duckworth his Eldest Son and Heir at Law.

23 September 1789 The last named Lawrence Duckworth by the name and Addition of Lawrence Duckworth of Flaxmoss aforesaid made and Executed his last Will and Testament of this Date whereby after giving and

devising unto James Duckworth his Eldest Son all his Copyhold Estate situate in Flaxmoss aforesaid and then in the Possession of the said Testator Also he gave and devised to John Duckworth his son his Copyhold Estate situate in Haslingden Grain Subject to the payment of the Legacies therein mentioned He also gave and devised unto William Duckworth his Son the Smithy Field and the two Little Holmes then in Lease to Mr John Lonsdale and John Pilkington He also gave and devised unto Hugh Duckworth his Son the House and Barn standing at Bridge End the Lower Longshaw the Lower Meadow and the Smithy All which premises were then or late in the occupation of George Barnes Blacksmith as Tenant thereof Charged as therein mentioned And he appointed his three Sons James John and Hugh Trustees to William his Son to see that the Rents of his Estate were applied to his use and for his Maintenance during his Life and after his decease his Will and Mind was that his Estate should be equally divided amongst his three Sons or their lawful Representatives if his son William left no Lawful Issue All the residue and Remainder of his Substance he gave and devised the same equally amongst his four sons Except the Lesser House at Flaxmoss which he gave to Betty his Wife or two pounds ten shillings a year during her life or so long as she continued his Widow And he appointed James, John and Hugh his Sons Executors of his said Will—Executed in the presence of three witnesses—which will was proved at Chester on 13 June 1791 by James John and Hugh Duckworth.

12 May 1792 RELEASE of this date from John Duckworth William Duckworth and Hugh Duckworth Sons of the last named Lawrence Duckworth Whereby they each for himself and his Heirs Remised Released and forever quit Claim[ed] unto the last named James Duckworth their Brother all and Singular their Right and Claim they had or ought to have unto a certain Freehold and Copyhold Estate situate at Flaxmoss in the Township of Haslingden and Manor of Accrington and then late in the possession of the said Lawrence Duckworth their then late Father deceased or his Tenants All such their Right Title Estate Interest and property then in full and peaceable possession and seizin thereof unto the said James Duckworth his Heirs and Assigns forever—Executed by the said John Duckworth William Duckworth and Hugh Duckworth and Attested by two Witnesses.

6 June 1794 PROBATE COPY of the last Will and Testament of the last named James Duckworth by his Name and Addition of James Duckworth of Flaxmoss within Haslingden in the parish of Whalley and County of Lancaster Yeoman after reciting that he had already Surrendered or shortly then after did intend to Surrender according to the Custom of the Manor of Accrington all his Copyhold Fields Closes and parcels of Land in Flaxmoss aforesaid and then in the occupation of the Testator and his Assigns To the use of Dionysious Law of Flaxmoss aforesaid and his Heirs forever thereof and therein to stand Fined and seized as Feoffee in Trust for such uses intents limitations purposes payments and provisoes as were or should be mentioned declared and set forth in the last Will and Testament of the said James Duckworth and that he was vested in Fee Simple of and in all that Freehold Messuage and Tenement and Land with the Hereditaments and Appurtenances thereunto belonging situate in Flaxmoss aforesaid and then in the Occupation of the said Testator or his Assigns He mentioned or declared it to be his will and mind and he did thereby order limit and appoint that his said Feoffee and his Heirs should stand and be Fined and seized in Trust immediately after his decease of and in all and every part of his said Copyhold and Freehold Messuages Lands and premises with the Appurtenances In the

first place to Mortgage the same or any part thereof for the payment of all his Debts Funeral Expences and charge of the will and probate and all incident charges and the residue of the yearly Rents therefrom arising to be paid and applied by his said Feoffee and his Heirs for and towards the Maintenance and support of Eleanor his wife and so many of his Younger children as should chuse to dwell and keep House with her until Henry his Son should attain to the Age of Fourteen years and from and after that time it was his will and Mind and he did thereby Authorize and empower his said Feoffee and his Heirs totally to sell and wholly to alienate all his said copyhold and Freehold Estates and Premises situate in Flaxmoss aforesaid with their Appurtenances for the best price that could or might be got for the same and the Money arising by such Sale and from his personal Estate he gave and disposed of the same as follows First he gave and bequeathed to Lawrence his Eldest Son £110 and to James John Dionysious Jonathan and Henry his Sons each the sum of £100 and to Eleanor and Mary his Daughters each the sum of £80 to such of them as were of the Age of twenty one years to be paid at the End of six months next after such Sale and to those who were Minors so soon after as they attained that Age with Interest—If any of his Sons or Daughters should happen to die before he or she attained twenty-one years of Age not leaving issue then the Legacy thereby given to such dying Legatee or Legatees should go to all the Rest of his or her Brothers or Sisters surviving them share and share alike and all the residue of the Money raised by the Sales of his real and personal Estate he willed that his Wife should have all the Interest therefrom arising during her natural Life and at her decease he gave and bequeathed all the residue of the stock or principal his wife was to enjoy the Interest thereof [during] her Life in lieu of Dower unto Lawrence his said Son or his Issues and he nominated his wife so long as she should remain his Widow James his Son and James Law of Flaxmoss Joint Executors—Executed in presence of three witnesses and proved by all the Executors at Chester 9 July 1803.

10 August 1805 FOUR SEVERAL RELEASES on or about this date Whereby after reciting (amongst other things) that the said Mary Duckworth Daughter of the said James Duckworth the Testator departed this life before she attained the Age of twenty-one years and her share was to be divided amongst the other surviving children of the said last named Testator namely Lawrence Duckworth James Duckworth John Duckworth Dionysious Duckworth Jonathan Duckworth Henry Duckworth And they the said Lawrence James Dionysious and Eleanor and John Kay her Husband Did severally Release and fully discharge the said Dionysious Law and the said premises from their said several and respective Legacies Bequeathed by their said Father James Duckworth's Will & their share of the said Mary's Legacy and the Interest thereof—All the above four Releases are signed by the said Lawrence James Dionysious Eleanor and John Kay respectively.

10 August 1805 RELEASE from said John Duckworth for his said Legacy and share of his said Sister Mary's Legacy and the Interest thereof.

19 October 1805 RELEASE on or about this date from said Jonathan Duckworth for his said Legacy and share of his said Sister Mary's Legacy and the Interest thereof—Signed this day by the said Jonathan Duckworth. The said Henry Duckworth is now (viz. October 1805) about the age of fifteen years.

APPENDIX F

CONVEYANCES OF THREE PROPERTIES IN JACOBAN GRANT TO ROBERT HOLDEN

I.—THE BLACKFIELDS, HASLINGDEN

THIS INDENTURE made the fifth day of June in the fifth year of the reign of our Sovereigne Lord and Lady William and Mary by the Grace of God King and Queen of England Scotland France and Ireland Defenders of the Faith &c. BETWEEN Robert Holden of Morton Bankes in the parrish of Bingley in the county of York Woollen webster on the one pte And John Wood of Extwisle in the county of Lancs. yeom. on the other part WITNESSETH that the said Robert Holden for and in consideration of the some of foure Score and five pounds of lawfull money of England to him in hand paid by the said John Wood before the ensealinge and delivery of these presents the receipt whereof hee doth hereby acknowledge And thereof acquitt and discharge the said John Wood his Exors and Admins. by these presents And of the some of five shillings to him likewise in hand paid by the said John Wood And for diverse other valuable causes and considerations him the said Robert Holden thereunto moveinge HATH granted aliened sold released and confirmed And by these presents doth hereby and absolutely grant aliene bargain sell release and confirm unto the said John Wood in his actual possession now beinge by virtue of sd Bargaine and Sale to him thereof made for one whole year by Indenture bearing date the day before the date hereof And by force of the Statute for Transferringe uses into possession All that one Barne and all those several closes or pcells of land to the same belonging situate lying and being att Watterfoot in Haslingden called and known by the severall names of the Great Meadow the Little Meadow and the Two Blackfields or by what other name or names soever the same are usually called or knowne And late in the tenur or occupation of Andrew Holden deceased or his Assignes And now in the tenur or occupation of one John Smith or his assignes Together with all ways Libtys. easements hereditaments and appurtenances whatsoever To the said Barne and severall closes of land in any wise belonging and appurteyning And all the estate right title interest claims and demand whatsoever of him the said Robert Holden of in and unto the premises and every pte. thereof And the reversion and reversions remainder and remainders yearely And all other Rents Fines and Profitts of the premises and every pte. and parcell thereof TO HAVE AND TO HOLD the said Barne severall closes or pcells. of land and all and singular other the premises with the appurtenances hereinbefore mentioned and intended to bee hereby granted unto the said John Wood and his heires To the use of the said John Wood and of his heires and assigns for ever AND the said Robert Holden for himselfe his heires exors. admins. and assigns Doth covenant and grant To and with the said John Wood his heires and assigns by these presents That the said Robert Holden now is and standeth lawfully and rightfully seized of and in the said Barne and severall closes of land with the appurtenances of a good sure perfect absolute and indefeazible estate in Fee simple And now hath good and right full power and lawfull authority to grant and convey the same to the said John Wood and his heires According to the purport true intent and meaning of these

presents And that it shall and may bee lawfull to and for the said John Wood his heires and assignes from time to time and att all times for ever hereafter peaceably and quietly to have hold possess and enjoy the said Barne and severall closes of land with their and every of their appurtenances without the lawfull lett suit trouble eviction or interruption of him the said Robert Holden his heirs or assigns or any other person or persons whatsoever And that free and cleare or otherwise freely and clearly to bee acquitted exonerated and discharged by the said Robert Holden his heires and assignes of and from all former and other gifts grants bargaines sales forfeitures extents judgements intailles joyntures dowers rents charges tithes and incumbrances whatsoever (the rents and services from henceforth to grow due and payable to the Lord or Lords of the Fee or Fees of the premises for or in respect of his or their seignory onely excepted and foreprized) And the said Robert Holden for him his heires exors. and administrators doth covenant and grant to and with the said John Wood his heires and assignes by these presents That not onely the said Robert Holden and Mary his now wife But all such other person or persons as now have or may hereafter claime to have any estate right title or interest of in and unto to the said premises with the appurts. or to any pte. or pcell. thereof shall and will att any time or times hereafter during the space of seven yeares now next cominge upon the request and att the coste and charges in the Laws of him the said John Wood his heires or assignes Doo make or execute or procure and cause to be done and executed All such further and other Act or Acts grants conveyances and assurances in the law whatsoever for the further and better conveyinge and assuringe of the premises with their and every of their appurtnces. unto the said John Wood his heires and assignes for ever Bee it by fine or fines or otherwise howsoever As by the said John Wood his heires or assignes or his or their counsell learned in the Law shall bee in that behalf reasonably devised advised or required AND the said Robert Holden for him and his heires the said Barne closes of land and all other the premises with the appurtnces unto him the said John Wood and his heires against him the said Robert Holden and his heires And all other person and persons whatsoever shall and will warrant and for ever defend by these presents IN WITNESSE whereof the parties abovesaid have to these presents interchangeably sett their hands and seales the day and yeare first above written

his

(LS) Robert R Holden—Sealed Signed and Delivered in the presence of—
mark

Nicho. Cunliffe—John Smith—Tho. Grantham

II.—AT KNOWL GAP, HASLINGDEN

THIS INDENTURE made the twenty third day of May Anno Dñi. One thousand seven hundred and seventeen BETWEEN John Hoyle of Dean-greaves within Haslingden in the county of Lancs. Yeoman on the one part and Henry Haworth of Constablee in the Forrest of Rossendale & County aforesd Yeoman on the other part WITNESSETH That the sd John Hoyle as well for and in consideration of the Summe of One hundred and four pounds of Lawfull Brittish money to him in hand well and truely paid by the sd Henry Haworth att or before the ensealing & delivery of these presents The receipt whereof He doth hereby acknowledge and thereof and every part and pcell thereof & doth hereby acquitt exonerate & discharge the sd Henry Haworth his heirs executors administrators and every of them by these presents As also for divers other good causes and considerations him hereunto moveing hee the sd John Hoyle hath demised granted bargained and sold

and doth hereby demise grant bargain and sell unto the sd Henry Haworth his heirs executors & nominees and assigns All that messuage and tenement with the appurtenances situate lying and being in Haslingden in the county aforesd now or late in the tenure or occupation of John Hoyle aforesd his assignee or assigns and all and every the barnes stables outhouses cottages edifices buildings orchards foulds backsides gardens curtilages mines quarries woods and underwoods privileges and appurtenances whatsoever to the sd messuage or tenement heretofore belonging or therewithall now or heretofore usually occupied or enjoyed as thereunto appertaining or belonging with the appurtenances Together with the severall closes clausures fields & parcells of land situate in Haslingden aforesd to the sd messuage belonging and hereinafter particularly mentioned and expressed That is to say the nearer knowle the further knowle and the Great Meadow containing by estimation twelve acres of land or ground or thereabouts be the same more or less now alsoe in the possession of the sd John Hoyle his assigns or undertenants all which the before mentioned premises were heretofore the lands and inheritances successivly of Gyles Hoyle Grandfather of the sd John Hoyle party hereunto and afterwards of John Hoyle his son father of the sd John Hoyle party hereunto and are now in the inheritance of the same John and Reversion and Reversions Remainder and Remainders Rents Fines and Profitts of all & singular the sd hereditaments & premises and all the estate right title interest use trust reversion remainder claim and demand whatsoever of him the sd John Hoyle of in and unto the sd messuage tenement closes feilds & premises hereinbefore mentioned meant or intended to be hereby granted or demised as aforesd and of in & unto every parte and pcell thereof Together with all manner of deeds evidences charters escripts muniments and writings whatsoever which do touch and concern the sd messuage tenement closes feilds & premises or any of them TO HAVE AND TO HOLD the sd messuage & tenement closes feilds lands and premisses before mentioned to be herein or hereby demised or granted as aforesd and every of them and every part & pcell thereof with their and every of their appurtenances unto the sd Henry Haworth his heirs executors administrs. and assigns immediatly from and after the day of the date hereof for ever And Hee the said John Hoyle party hereunto doth for himself his heirs executors administrators and assigns covenant & promise to and with the sd Henry Haworth his heirs executors or assigns That hee the sd John Hoyle is now lawfully seized of and in the sd messuage tenement and premises in his own right of a good estate of inheritance in fee simple and that he hath not at any time heretofore done committed or executed any act matter or thing whatsoever whereby to incumber or charge the sd premises or any parte thereof in title charge estate or otherwise howsoever AND also that hee the said Henry Haworth his heirs executors and assigns shall and may att all times hereafter for ever lawfully peaceably and quietly have hold and enjoy the sd demised premisses with the appurtenances without any lett suit disturbance or interruption of the sd John Hoyle his heirs executors or assigns or of any other person or persons lawfully claiming by from or under him or them AND FURTHER that hee the sd John Hoyle party hereunto and his heirs executors administrs. and assigns and all other persons lawfully claiming by from or under him or them shall and will att any time hereafter make doo and execute such further conveyances and assurances in confirmation of these presents as hee the sd Henry Haworth his heirs executors or assigns or his or their counsell learned in the Law shall reasonably advise or require And lastly if the sd John Hoyle his heirs exects. administrs. or assigns doo not perform observe and keep all & singular the covenants grants conveyances & agreements which on his or

their parts & behalf are or ought to be observed performed & fulfilled and kept and in these presents contained then the sd John Hoyle doth hereby covenant agree and oblige himself his heirs exectrs. adminstrs. & assigns to pay upon demand unto the sd Henry Haworth his heirs executr. adminstrs. or assigns or any of them the summe of Two hundred and eight pounds of lawfull Brittish Money without fraud or delay In wittness whereof the parties to these presents have interchangeably put their hands & seals the day and year first above written—John (LS) Hoyle—Sealed Signed and delivered in the presence of us—Adam Ramsbottom—Rob. Heyes—the mark of John (L) Lund

MEMORAND : that before the ensealing and delivery of the within written Deed that peaceable and quiet possession and seizing of the lands and hereditaments within mentioned to was granted and delivered by John Hoyle in his own proper person to hold to him the within named Henry Haworth his heirs and assigns for ever according to the tenor form and effect of the within written deed. In the presence of us : Adam Ramsbottom—James Duckworth—Ralph Rishton

III.—NEAR TURFCOTE, HASLINGDEN

OMNIBUS CHRISTI FIDELIBUS ad quos hoc presens Scriptum Indentatum pervenerit Robertus Barnes de Haslingden in comitatu Lancastrie yoman salutem in domino sempiternam NOVERITIS me prefatum Robertum Barnes tam pro et in accomplemento et performacione in parte quorundam convencionum articlorum et agreamentorum ex parte mea perimplendorum contentatorum specificatorum et declaratorum in quibusdam indenturis gerentibus datum vicesimo quinto die hujus instantis mensis Aprilis habitis et factis inter me prefatum Robertum Barnes ex una parte et Johannem Lomas de Haslingden predicto in comitatu predicto chapman ex altera parte Quam pro diversis aliis bonis causis et consideracionibus me prefatum Robertum Barnes ad hoc specialiter moventibus CONCESSISSE alienasse vendidisse tradidisse feoffasse confirmasse ac per presentes pro me et heredibus meis concedere alienare vendere tradere feoffare et confirmare prefato Johanni Lomas heredibus et assignatis suis imperpetuum Totum illud mesuagium sive Cotagium cum pertinentiis ac unum curtilagium eidem prope adiacens ac tota illa clausa clausuras porciones et parcellass terre mosseti prati et pasture cum suis pertinentiis in Haslingdenn predicto conjuncte vocata per separale nomen sive nomina de le Croft att the doare (unam porcionem in boreali parte ejusdem ut idem metandum et devidendum est semper exceptam et reservatam) le lower croft le head of the roughe hey le lower end of the rough hey et unam porcionem terre in australi parte unius clausure terre vocate le over meadow ut idem metandum et devidendum sit vel per quodcumque aliud nomen vel per quecumque alia nomina eadem sive eorum aliquod sint vel sit sive vocata vel cognita esse poterint vel poterit QUE quidem premissa preconcessa sunt scituata jacentia et existentia in Haslingden predicto et sunt parcelle de vel nuper attinentia ad illud tenementum in Haslingden predicto modo vel nuper in tenura sive occupacione mei dicti Roberti Barnes et Georgii Barnes patris mei assignati sive assignatorum nostrorum et continent per estimacionem quinque acras terre sive plus sive minus AC revercionem et reverciones remanerium et remaneria dictorum premissorum preconcessorum et cuiuslibet partis et parcelle ejusdem cum pertinentiis (exceptis preexceptis) UNACUM omnibus et singularis viis aquis easiamentis proficuis et commoditatibus dictis premissis preconcessis cum suis pertinentiis quibuscumque vel alicui vel aliquibus inde ut vel parcella quouismodo pertinentibus

sive spectantibus Que quidem premissa nuper perquisiui mihi et heredibus meis imperpetuum Roberti Holden de Holden in comitatu predicto armigeri et Radulphi Holden filii et heredis sui apparentis HABENDUM et tenendum dictum mesuagium sive cotagium et dictum curtilagium aceciam predicta clausa clausuras porciones et parcelas terre predicta ac cetera omnia et singula premissa predicta cum suis pertinentiis universis preconcessis (exceptis preexceptis) prefato Johanni Lomas heredibus et assignatis suis Ad solum et proprium opus et usum ejusdem Johannis Lomas heredum et assignatorum suorum imperpetuum TENENDUM de capitalibus dominis feodi illius per servitium inde debitum et de iure consuetum sub et subter tamen libertates reservaciones secta servicia convenciones concessiones et agreamenta in predictis indenturis in ea parte expressa specificata reservata mencionata sive declarata et ad nullos alios opus usus seu intenciones quecunque ET EGO prefatus Robertus Barnes et heredes mei predicta premissa preconcessa cum suis pertinentiis universis (exceptis preexceptis) prefato Johanni Lomas et heredibus et assignatis suis ad solum et proprium opus et usum ejusdem Johannis Lomas heredum et assignatorum suorum imperpetuum contra me heredes et assignatos meos sub et subter tamen libertates reservaciones secta servicia convenciones concessiones et agreamenta in predictis indenturis in his presentibus mencionatis in ea parte expressa specificata reservata mencionata sive declarata perimplenda et performanda esse per prefatum Johannem Lomas heredes et assignatos suos imperpetuum warrantizabimus et imperpetuum per presentes defendemus IN CUIUS REI TESTIMONIUM ego prefatus Robertus Barnes uni parti hujus presentis scripti mei indentati sigillum meum apposui alteri vero parti eiusdem prefatus Johannes Lomas sigillum suum apposuit Datum vicesimo septimo Aprilis annis regni domini nostri Jacobi dei gratia Anglie Scocie Francie et Hibernie Regis fidei defensoris etc videlicet Anglie Francie et Hibernie duodecimo et Scocie quadragesimo septimo 1614

Signum predicti Robti Barns

Sigillatum signatum et deliberatum in presencia James Rishton Henrici Crook Ricardi Duckeworth Junioris et Henrici Cowpe.

Memorandum Quod infranominatus Robertus Barnes in propria persona sua plenam et pacificam possessionem et seysinam cepit et deliberavit in mesuagio sive cotagio infraspacificato infranominato Johanni Lomas decimo nono die Maij Annis infradeclaratis ut possessio et seysina omnium premisorum infrascriptorum secundum tenorem vim forma[m] et effectum infra expressa in presencia James Ryshton Henrici Crook Ricardi Duckeworth Junioris et Henrici Cowpe.

APPENDIX G

PARTITION BY REV. ROGER KAY AND JOHN HOWORTH

[Original I]

THIS INDENTURE made the nineteenth daye of February in the First year of the Raighn of our Gracious Sovereign Lord George the Second by the Grace of God over great Britaine France and Ireland King Defender of the Faith etc Annoque Domini 1727 WHEREAS there is a certaine Close or Parcell of Land commonly called the Meanfield or great Warth belonging to Roger Kaye Rector of Fittleton in the County of Wilts Clerk and John Howorth of Horncliffe in the County of Lancaster Yeoman lieing ¹ at Warth within the said County of Lancaster parte thereof adjoyneing to the River Erwell and parte thereof adjoyneing to Horncliffe Wood now in the Possession of Mary Howorth Widow or her Assigns NOW THIS INDENTURE WITNESSETH that Richard Kaye of Widhall in the County of Lancaster aforesaid Gentleman (in the behalfe of the said Roger Kaye) and the said John Howorth doe by these presents make a full perfect and absolute Partition of the said Close or parcell of Land between the said Roger Kaye and John Howorth into Two equall parts in manner and form following (that is to saye) that the said Roger Kaye and his Heirs and Assigns shall have hold occupy and enjoye to the onely Use and Behoofe of the said Roger Kaye his Heirs and Assigns for ever the Moiety or one half ² parte of the said Close or parcell of Land being the north parte thereof from Horncliffe Wood aforesaid unto the said River Erwell And the said John Howorth and his Heirs and Assigns shall have hold occupy and enjoye to the onely Use and Behoofe of the said John Howorth his Heirs and Assigns for ever the other Moiety or half parte of the said Close or parcell of Land and premisses being the South parte thereof from Horncliffe Wood as aforesaid unto the said River Erwell as is agreed to be fenced or hedged out by the said Richard Kaye and John Howorth the said Roger Kaye or his Tenants to make One Moiety or half parte of the said fence or hedge beginning at the Banks of the said River Erwell And ³ the said John Howorth or his Tenants to make the other moiety or half parte of the said fence or hedge beginning at Horncliffe Wood as aforesaid ⁴ AND the said Richard Kaye doth by these presents Give Grant Assigne Confirm and Release ⁵ unto the said John Howorth and his Heirs that Moiety or Half part of the premisses ⁶ being the South parte from Horncliffe Wood as aforesaid unto the said River Erwell And all the Estate Right Title and Interest which he the said Roger Kaye hath or may or ought to have of in or to the said Moiety or half parte of the said Close or parcell of Land and premisses aforesaid TO HAVE AND TO HOLD to the said John Howorth his Heirs and Assigns to the onely Use and Behoofe of the said John Howorth his Heirs and Assigns for ever AND the said John Howorth doth by these presents Give Grant Assign Release and Confirm to the said Roger Kaye and his Heirs the said other Moiety or half parte of the said premisses being the north parte thereof from Horncliffe Wood as aforesaid unto the said River

¹ Original II : lieing and being.

² II : or half.

³ II : Erwell the.

⁴ II : Wood aforesaid.

⁵ Assign Release and Confirm.

⁶ II : the said premisses.

Erwell And all the Estate Right Title and Interest which he the said John Howorth hath or may or ought to have of in or to the said moiety or half parte of the said Close or parcell of Land and premisses TO HAVE AND TO HOLD to the said Roger Kaye his Heirs and Assigns to the onely Use and Behoofe of the said Roger Kaye his Heirs and Assigns for ever AND the said Richard Kaye for himself his Heirs Executors Administrators and Assigns doth Covenant Promise and Grant to and with the said John Howorth his Heirs and Assigns by these presents that he the said John Howorth his Heirs and Assigns shall or may from henceforth for ever well and peaceably have hold occupy possess and enjoy the said Moiety or half parte of the said premisses herebefore Lymitted Granted and Assigned for the parte purpart and portion of the said John Howorth free clear and discharged of and from all other Estates Rights Titles Charges and Incumbrances whatsoever had made caused or willingly suffered or hereafter to be had made caused or willingly suffered of or by the said Roger Kaye his Heirs or Assigns and without any Let Suit Trouble Entry Disturbance or Interruption of the said Roger Kaye his Heirs or Assigns or any of them or of any ¹ other person or persons lawfully claiming by from or under him them or any of them AND the said John Howorth for himself his Heirs Executors Administrators and Assigns doth Covenant Promise and Grant to and with the said Roger Kaye his Heirs and Assigns by these presents that he the said Roger Kaye his Heirs and Assigns shall or may from henceforth for ever well and peaceably have hold occupy possess and enjoye the said Moiety or half parte of the said premisses herebefore Lymitted Granted and Assigned for the Parte Purpart and Portion of the said Roger Kaye free clear and discharged of and from all other Estates Rights Titles Charges and Incumbrances whatsoever had made caused or willingly suffered of ² or by the said John Howorth his Heirs or Assigns or ³ any of them or of any other person or persons lawfully claiming by from or under him them or any of them IN WITNESSE whereof the parties aforesaid to these presents have Interchangeably put their Hands and Seals the Daye and Yeare ⁴ first above written

[Original I]

Sealed signed and delivered
in the presence of
Hannah Kay
Ric. Rothwelle

Richard (L.S.) Kay

[Original II]

Sealed signed and delivered
in the presence of
Ric Rothwelle
Ric Rothwell junr

John (L.S.) Haworth

MEMORANDUM it was Agreed before the Execution hereof that the said John Howorth shall Repaire the Water Banks after the River Erwell as far as his Land thereunto adjoyneing doth lie and the ⁵ Richard Kaye to doe the same the said John Howorth is to have Liberty to Water his Cattle at the said River but not to leave them there ⁶

¹ II : or any.² II : suffered or hereafter to be had made caused or willingly suffered of.³ II : Assigns and without any Let Suit Trouble Entry Disturbance or Interruption of the said John Howorth his Heirs or Assigns or.⁴ II : year.⁵ II : the said Richard.⁶ II : leave his said cattle there.

APPENDIX H

DOCUMENTS RELATING TO HASLINGDEN CHARITIES

MANOR OF ACCRINGTON OLD HOLD

THE HALMOT COURT of the Right Honourable Edward Lord Beaulieu and Isabella Lady Beaulieu his wife and the Most Noble George Duke of Montagu of their Manor of Accrington in the County of Lancaster holden at Haslingden the twenty-third day of April in the sixteenth year of the reign of our Sovereign Lord King George the Third over Great Britain &c and in the year of our Lord one thousand seven hundred and seventy-six Before John Barcroft Gentleman Chief Steward there

INQUISITION was taken there the day and year aforesaid to inquire and present for the Lords and Lady of the said manor upon the oaths of Robert Holden Esquire Benjamin Wilson Gentleman Nicholas Cunliffe Gentleman John Gregory John Kay of Flaxmoss Christopher Kenyon Richard Heap John Rishton Laurence Duckworth Henry Duckworth Gentleman John Haworth John Kay of Haslingden Henry Tomlinson Richard Brewer Gentleman and George Jackson Homagers of the said Court who upon their oaths aforesaid say and present as followeth to wit

WE the Jurors aforesaid upon our oaths aforesaid (In consideration of the sum of forty pounds sterling to us and the rest of the copyholders in hand paid or secured to be paid by Robert Halstead of Cloughend in Haslingden aforesaid Gentleman) Do consent and agree that the Lords and Lady of the said manor by their steward for the time being may grant and confirm unto the said Robert Halstead and to his heirs ALL that piece or parcel of ground containing fifty poles perches or rods or thereabouts be the same more or less situate lying and being north and north-west from the Reverend John Wadsworth's house upon the Bull Green and forwards to the road or way leading from Radcliffe Fold to Lund's smithy AND ALSO ALL that other piece or parcel of ground lying on both sides of the clough from Radcliffe Fold barn up to Mrs Jones garden wall containing thirty-five poles perches or rods or thereabouts be the same more or less as the same is already measured and staked out being part and parcel of the wastes and commons in Haslingden aforesaid (the usual high roads through the same and the wells of water only excepted) Together with all necessary ways waters watercourses liberties easements profits privileges and appurtenances for the free use and occupation thereof and which thereunto ought of right to belong and appertain under and subject to the payment of the clear yearly copyhold rent of two pence to the Lords and Lady of the said manor and their heirs at the feast of Saint Michael the Archangel yearly for ever TO THE USE AND BEHOOF of the said Robert Halstead his heirs and assigns absolutely for ever according to the custom of the said manor with full power and free liberty to take in inclose erect and build thereupon at his and their wills and pleasure AND HEREUPON comes the said Robert Halstead by John Hargreaves his attorney and desires to be admitted to his fine Proclamation thereof being made and no person forbidding the same then the said premises with the appurtenances are granted by the said steward to the said Robert Halstead

TO HAVE AND TO HOLD to him his heirs and assigns absolutely for ever according to the custom of the said manor YIELDING therefor yearly to the Lords and Lady of the said manor and to their heirs the rents and services therefor formerly due and of right accustomed And now he gives to the said Lords and Lady for fine &c twopence by the pledge of John Ormerod

MANOR OF ACCRINGTON OLD HOLD

THE HALMOT COURT of the right honourable Edward Lord Beaulieu and Isabella Lady Beaulieu his Wife and the Most Noble George Duke of Montagu of their Manor of Accrington in the County of Lancaster holden at Haslingden the twenty third day of October in the twenty first year of the reign of our Sovereign Lord King George the third over Great Britain &c. And in the year of our Lord one thousand seven hundred and eighty one before John Laycock Deputy Steward of John Barcroft Gentleman Chief Steward there.

INQUISITION was taken there the Day and year abovesaid to inquire and present for the Lords and Lady of the said Manor upon the Oaths of John Lonsdale Gentleman John Hoyle Gentleman John Anderton James Anderton Abraham Haworth Robert Warburton John Haworth Lawrence Duckworth Edmund Lonsdale James Duckworth John Rishton Henry Halstead Lawrence Hindle John Kay Senr. and Thomas Yates HOMAGORS of the said Court who upon their Oaths aforesaid say and present as followeth to witt WE THE JURORS aforesaid upon our Oaths aforesaid DO consent and agree that the Lords and Lady of the said Manor (by the Deputy Steward) may grant unto Robert Holden of Holden Esquire Henry Wilkinson the Younger and Daniel Lonsdale both of Haslingden and Manor aforesaid Gentlemen and to their heirs and assigns All the remainder of Common or Waste ground lying and being upon the Sheep green pitts and so down to Dearden Yate or else where within Haslingden aforesaid (the high roads and springs of water only excepted) Containing three quarters of an acre of ground or thereabouts with the appurtenances of the yearly rent to the Lords and Lady of the said Manor of threepence on the Feast of Saint Michael for ever TO HOLD to the said Robert Holden Henry Wilkinson and Daniel Lonsdale their heirs and assigns for ever as joint tenants IN TRUST for them to sell and dispose of the same by way of auction and for the best price that can be got for the same and for them and their heirs to be accountable for and to apply the money arising therefrom so soon as may be for and towards erecting a Work house for the poor of and belonging to Haslingden aforesaid And also to erect and build a New Commodious School House and wherein the Halmot Court or Court Baron for the Manor of Accrington so often as the Steward there or his Deputy for the time being shall appoint the same to be kept for ever And to and for no other use intent or purpose whatsoever And hereupon comes the said Robert Holden Henry Wilkinson and Daniel Lonsdale by John Hargreaves Gentleman John Ormerod and Christopher Kenyon their respective Attys. and Desire to be Admitted to their fine Proclamation thereof being made and no person forbidding the same then the said premisses with the appurtenances are granted by the said Deputy Steward to the said Robert Holden Henry Wilkinson and Daniel Lonsdale TO HAVE AND TO HOLD to them their Heirs and Assigns for ever as joint Tenants as aforesaid and upon the Trusts aforesaid and not otherwise According to the Custom of the said Manor Yielding therefore yearly to the Lords and Lady of the said Manor and to their Heirs the rents and services therefore formerly due and

of right accustomed and now they give to the said Lords and Lady for fine &c. iii^d by the pledge of the said John Ormerod.

EXAMINED BY John Laycock Deputy Steward.

THIS INDENTURE made the sixth day of October in the Year of our Lord one Thousand seven hundred and eighty three BETWEEN ROBERT HALSTEAD of Cloughend in the Township of Haslingden in the County of Lancaster Gentleman of the one part and ROBERT HOLDEN of Palace House within Habergham Eaves in the said County Esquire GEORGE HARGREAVE of Hoddlesden in the said County Gentleman ROBERT HARGREAVE of Bury in the said County Gentleman JOHN HOYLE JOHN LONSDALE HENRY WILKINSON and DANIEL LONSDALE all of Haslingden aforesaid Gentlemen of the other part WHEREAS at a Halmot Court holden at Haslingden on or about the Twenty third day of April in the Year of our Lord one thousand seven hundred and seventy six for the Manor of Accrington Old Hold The Lords and Lady of the said Manor by John Barcroft Gentleman their Steward and the Copyholders within the said Manor Did by their Grant bearing date on or about the time aforesaid Grant and Convey according to the Custom of the said Manor a piece or parcel of the waste ground situate lying and being in Haslingden aforesaid with the appurtenances To the use and Behoofe of the said Robert Halstead his Heirs and Assigns Absolutely for ever under the Yearly Rent of Twopence to the said Lords and Lady as in and by the said in part recited Grant relation being thereunto had will more fully and at large appear AND WHEREAS it was the true intent and meaning of the said parties that the said Robert Halstead sho'd at some convenient time or times thereafter Mear Mark and Set out the said parcel of waste ground into respective Lotts to Build on and that the same sho'd be Sold for that purpose by auction Subject to the payment of such Ground rent or Rents as Co'd or might be got for the same and then such Ground rents, to be surrendered and Conveyd according to the Custom of the said Manor To such persons as sho'd be agreed on at a Vestry meeting to be Holden in Haslingden Church To be appointed Trustees along with him the said Robert Halstead to Erect and Build a Schoolhouse and to Endowe the same in order to support a proper Schoolmaster as should be thereafter approved of by the said Trustees or a Major part thereof And to have Ten Boys which belong to Haslingden aforesaid Taught to learn English Writing and Accompts free fo the space of Three Years and so to continue every Three years for ever such Boys to be Nominated and appointed by the said Trustees and Subject to such other powers and agreements as are hereinafter more particularly Declared and sett forth in and by these presents AND WHEREAS the said Robert Halstead in pursuance of the Trust Vested in him did Mear Mark Sett out and dispose of the most considerable part of the said Waste Land by Auction to the several persons herein after mentioned That is to say to the above named John Hoyle and Richard Teasdale George Bell Edmund Lonsdale John Rishton John Haworth and Nicholas Cunliffe all of Haslingden aforesaid Yeomen their Heirs and Assigns for ever in several Lotts or Parcels and at and under certain yearly Ground Rents amounting in the whole to the clear Yearly rent of Fourteen Guineas payable to the said Robert Halstead his heirs and assigns for ever Relation to the said respective Surrenders being had may more fully appear NOW THEREFORE THIS INDENTURE WITNESSETH that in pursuance of the said agreement the said Robert Halstead for and in Consideration of Five Shillings to him in hand paid by the above named Robert Holden George Hargreave Robert Hargreave John Hoyle John Lonsdale Henry Wilkinson and Daniel Lonsdale

at or before the sealing and delivery hereof and of the passing the Surrender pursuant hereto the receipt whereof is hereby acknowledged and for other Considerations Him thereunto moving HATH by his Surrender bearing equal date with these presents Surrendered and given up into the Hands of the Lords and Lady of the said Manor by James Wright Gentleman a Customary Tenant there ALL those several and respective Ground rents Sum or Sums of Money which now do or which shall hereafter accrue and grow Due from the said several persons herein before Mentioned or their Heirs or Assigns for and in respect of the said Waste Ground herein before mentioned To be Sold by him the said Robert Halstead Together with the Schoolhouse and Dwelling-house adjoining now in the possession of Richard Dixon with Schoolyard and all the remainder of the said waste ground contained in the said Grant which he has not Disposed of with all his right and interest both at Law and Equity which he now Hath or ever had of in and to the same or any part or parcel thereof with the Hereditaments and Appurtenances thereunto belonging or in anywise appertaining and to all the Money arising therefrom or any part thereof or which shall hereafter Accrue and arise from the same TO THE USE AND BEHOOF of the said Robert Holden George Hargreave Robert Hargreave John Hoyle John Lonsdale Henry Wilkinson Daniel Lonsdale and him the said Robert Halstead and their Heirs and successors absolutely for ever UPON THE TRUSTS Ends Intents and Purposes hereinafter mentioned and Subject to the Powers Provisions Declarations Limitations and Agreements as are hereinafter mentioned Expressed and Declared Concerning the same That is to say UPON TRUST that they the said Robert Holden George Hargreave Robert Hargreave John Hoyle John Lonsdale Henry Wilkinson Daniel Lonsdale and Robert Halstead or a Major part of the said Trustees shall and Do meet in the Schoolhouse in Haslingden aforesaid at and upon the First day of January next One months notice being first given of the Day and Time in the Manchester Newspaper for the purpose of Hireing and agreeing with a proper Schoolmaster for any Term not exceeding Three years to Officiate and attend at the said Schoolhouse and to Teach and Instruct Ten Boys belonging to the said Township to Learn English Writing and Accompts so as all such Boys be Arrived at their respective Ages of Ten years Old when they are respectively appointed to enter into such School and under the Care and Tuition of such Master as aforesaid there to be Taught free from expense for the space of Three years for and in Consideration of the said sum of Fourteen Guineas or such other Sum or Sums of money as may arise and accrue Yearly and every year from the said Waste Ground as aforesaid AND UPON THIS FURTHER TRUST that the said Trustees or the Major part of them shall give such Master or Masters as shall from time to time be hired or appointed as aforesaid three months notice at least of his and their Mind and Intention in Case they or a Major part of them disapprove of his Abilities or behaviour as a Schoolmaster that they Intend to advertise for another to supply his place as a Master and the Master to give the like Notice to the Major part of the Trustees in Case he should think proper to quit the said School or otherwise to forfeit and stop a Years Wages for such neglect and so from time to time and so after as the Case may happen for ever in order that the School may be kept up according to the True Intent and meaning of the Donors for ever AND ALL such Children to be chosen and appointed by all or a Major part of the Trustees at a Meeting to be held in the said Schoolhouse for that purpose Ten days Notice being first given in the said Church for that purpose AND in Case any of the said Children should happen to Dye or do not choose to be Taught at the said School for the term aforesaid That then and in such case from time to time for ever so often as the Case may be the said

Trustees and their Successors or a Major part thereof shall and will appoint all such other Child or Children to supply the place or places of Him or them as shall happen to Dye or refuse to be Taught as aforesaid by first giving Notice of their Intention in the said Church as aforesaid AND it is hereby declared that no Meeting shall be held for carrying the Powers hereby vested in the said Trustees into Execution until the said Trustees or a Majority of them have previously consented thereto and approved thereof and that then such Notice shall be given for the Holding thereof in Haslingden Church as aforesaid AND FURTHER that when the Ground Rents Revenue or yearly Income of the said School shall be augmented by Charitable Donations or otherwise so that the Trustees or a Majority of them shall think such Income more than sufficient for the instructing of ten boys That then such further or other number shall from Time to Time be appointed by them as they shall think proper AND that the Master of the said School shall have the power of receiving into his said School a certain Number of other Boys and to Receive Wages for the Instructing of them in Addition to the Sallary accruing from the School so that he does not exceed the Number or take in more than the said Trustees or a Majority of them shall from time to time licence or authorize him so to do AND ALSO UPON THIS FURTHER TRUST That when and so often as the Trustees shall happen by Death to be reduced to five The then surviving Trustees or a Major part of them shall within the space of Two Calendar months from time to time for ever when such Case shall happen Nominate and appoint proper persons as New Trustees in the room and stead of such Trustees deceased One Months Notice at least being first given in Haslingden Church immediately after Divine service for a Meeting to be held in the said Schoolhouse for electing and Nominating new Trustees in the room and Stead of such Trustees as shall from time to time be Dead as aforesaid AND do and shall Effectually Surrender Convey and assure the said Ground rents Sum and Sums of money arising or which shall hereafter arise from the said Waste Ground and premises hereby Surrendered and Conveyed or intended so to be Together with the said Schoolhouse Messuage House Schoolyard and other Ground yet undisposed of as aforesaid TO THE USE AND BEHOOF of the then surving Trustees and the new Trustees to be Nominated and appointed as aforesaid their Heirs and Successors for ever UPON such and the same Trusts and to and for the same Ends intents and purposes and under and Subject to the like provisos and agreements as are in and by these presents Expressed and Declared To the end that the Intention of the Donors may at all times hereafter be carryed into execution for ever PROVIDED always and it is the true intent and meaning of the Donors and of the partys to these presents That it shall and may be lawfull for the said Trustees or a Major part of them To Erect or cause to be erected in some publick part of the said Schoolhouse a Table or Tables of the Name or Names with the Addition of the Subscriber or Subscribers with the sums of money they have respectively given and subscribed towards Erecting the said Schoolhouse such Subscription Amounting to five Guineas or upwards And also to enter on the said Table or Tables the Name or Names of all other persons Subscribing at any time or times hereafter towards Endowing the said School provided the same shall exceed or be equal to the sum of Five Guineas but not otherwise AND IT IS HEREBY FURTHER DECLARED That the present Schoolhouse and Dwelling House have been Erected and built chiefly by Subscription in Lieu and in the place of an old Schoolhouse Dwelling House and Garden standing nearly opposite or fronting a Messuage or Dwellinghouse in the possession of the said John Hoyle And the same being pulled down the Grounds or Scite thereof hath been appropriated to the Street or

Highway And at a Meeting called for the Appointment of the said Trustees it was agreed that the same should forever hereafter remain vacant and unoccupied and should be appropriated in the Manner aforesaid And for preventing of all Disputes hereafter It is hereby expressly declared and agreed that the same shall from time to time and at all times hereafter continue and remain vacant unoccupied and unbuilt upon and shall be appropriated to the use of the publick as a more spacious street or Highway in Manner before mentioned IN WITNESS whereof the said Robert Halstead hath hereunto set his Hand and Seal the Day and Year first above Written—ROBERT (L.S.) HALSTEAD—SEALED AND DELIVERED in the presence of us—John Broughton—Jas. Wright.

THIS INDENTURE made the twenty sixth day of June in the thirtieth year of the Reign of our Sovereign Lord George the Third by the Grace of God of Great Britain France and Ireland King Defender of the Faith &c. and in the year of our Lord One thousand seven hundred and ninety BETWEEN Robert Halstead of Clough End within Haslingden in the county of Lancaster Gentleman of the one part and Robert Holden of Palace House within Habergham Eaves within the said county Esquire George Hargreave of Hoddlesden in the said county Gentleman John Hoyle John Lonsdale Henry Wilkinson and Daniel Lonsdale all of Haslingden aforesaid Gentlemen The Reverend Edward Thelwall (as Minister for the time being) John Holden of Coldwells within Haslingden aforesaid Gentleman John Taylor of Cater Place in the said county Esquire Lawrence Hoyle of Haslingden aforesaid Gentleman Edward Lonsdale and Richard Teasdale of the same place Gentlemen Henry Hargreave of Hutch Bank James Wright of Clough End John Houghton of Flaxmoss John Haworth of Dearding Gate all within Haslingden aforesaid Gentlemen of the other part WHEREAS by Indenture of five parts bearing the date on or aboute the second day of February and in the year of our Lord One thousand seven hundred and fifty nine and made between Ralph Holden of Holden in the said county Esquire John Heap of Haslingden Grain in the said county Gentleman and the above named Robert Halstead and Hugh Duckworth of Haslingden in the said county Mercer and Grocer of the first part John Holmes of Haslingden aforesaid Clerk and then Minister of the Parochial Chappel there James Lund of Haslingden aforesaid Blacksmith Edward Oddie of the same place Gentleman Henry Rothwell of Haslingden aforesaid Weaver and Edmund Wilkinson of Tanner Barn within Haslingden aforesaid Carpenter (which said James Lund Edward Oddie Henry Rothwell and Edmund Wilkinson were then Church or Chappel Wardens within Haslingden aforesaid of the second part Joshua Townsend of Holme within Haslingden aforesaid Gentleman John Haworth of Chatterton Hey within the Parish of Bury in the said county Yeoman) which said Joshua Townsend and John Haworth were then the acting executors or Trustees of a Legacy of thirty pounds given and bequeathed by Lawrence Hey then late of Haslingden aforesaid Yeoman deceased by his last will and Testament bearing date on or about the twenty third day of November in the year of our Lord One thousand seven hundred and twenty seven to be laid out on a rent charge purchase Building or some other good security the Interest or produce thereof to be applied in such manner as in the said Will is directed of the third part and George Hargreave of Bury in the said county Gentleman and the said John Holmes (which said George Hargreave and John Holmes were then the acting Executors or Trustees of a Legacy of Thirty pounds given by George Hargreave then late of Haslingden aforesaid Deceased by his last Will and Testament bearing date on or about the twenty

fifth day of December in the year of our Lord One thousand seven hundred and twenty three the interest whereof was to be paid and distributed yearly in such manner as by the said Will is directed) of the fourth part the said John Holmes Henry Ramsbottom of Laneside within Haslingden aforesaid Yeoman the said Joshua Townsend and Nicholas Cunliffe of Newhouse within Haslingden aforesaid Yeoman (which said John Holmes Henry Ramsbottom Joshua Townsend and Nicholas Cunliffe were the surviving trustees named and mentioned in a certain Indenture bearing date on or about the tenth day of June in the year of our Lord One thousand seven hundred and forty nine and made or mentioned to be made between the said John Heap of the one part and the said John Holmes Henry Ramsbottom Joshua Townsend and Nicholas Cunliffe and others then deceased of the other part) for securing the payment of the interest of Ten pounds to the Schoolmaster of Haslingden for ever of the fifth part AND WHEREAS the said James Lund and John Kay of Haslingden aforesaid Shopkeeper DID by there surrender bearing even date with the said in part recited Indenture of five parts for the consideration of one hundred and seventy pounds of lawful British money being money left by different persons to be disposed off the receipt whereof is thereby acknowledged surrendered and gave up into the hands of the Ladies of the Manor of Accrington old hold by John Hoyle a customary tenant there ALL those several messuages or dwellinghouses and gardens and backside thereunto adjoining together with all and singular ways gates waters water-courses libertys easements profits priviledges and appurtenances whatsoever to the same belonging or in anywise appertaining all which said messuages lands and premises are situate standing lying and being in the Lower Lane within Haslingden aforesaid and within the Manor aforesaid and are of the yearly rent to the Ladies of the said Mannor of twopence and were then in the possession of William Eddleston Richard Dearden Abraham Madder John Hartley William Bridge and others or their undertenants TO THE USE AND BEHOOFE of the said Ralph Holden John Heap Robert Halstead and Hugh Duckworth their heirs and assigns absolutely for ever subject nevertheless to such uses trusts powers provisos limitations and agreements as were or should be mentioned expressed and declared in and by the said Indenture of five parts relation being thereunto had will more fully and at large appear AND WHEREAS the said Robert Halstead is now become seized of and in the said premises as surviving Trustee and being desirous that the donations aforesaid may be applied agreeable to the Intention of the Donors as expressed in the several Wills and Indenture of five parts and that the said premises may still stand charged and chargeable with the payment of One hundred and seventy pounds yearly and every year for ever after the rate of four pounds ten shillings per hundred AND WHEREAS a quantity of waste land within Haslingden aforesaid HATH been sold by Trustees appointed for that purpose and the money arising therefrom amounting to the sum of Three hundred and nine pounds hath been laid out and expended in erecting and building a workhouse for the better regulating and employing the Indigent and poor persons who are legally settled within the said Township of Haslingden on part of the said premises and he the said Robert Halstead HATH agreed to surrender and convey the said premises to Robert Holden George Hargreave John Hoyle John Lonsdale Henry Wilkinson Daniel Lonsdale Edward Thelwell John Holden John Taylor Lawrence Hoyle Edward Lonsdale Richard Teasdale Henry Hargreave James Wright John Houghton and John Haworth Trustees and to him the said Robert Halstead to stand fined and seized thereof and of every part thereof as feoffees in Trust for the uses mentioned and declared in the said several Wills and Deeds of trust and other

uses hereinafter mentioned NOW THIS INDENTURE WITNESSETH that the said Robert Halstead the said surviving feoffee or trustee for and in consideration of the said Trusts being fully and justly carried into execution for ever AND ALSO for securing of the payment of the Interest of Three hundred and nine pounds expended as aforesaid HATH by his Surrender bearing even date with these presents surrendered ALL those several messuages or dwellinghouses one garden backside thereunto adjoining together with the new erection with all ways waters watercourses libertys priviledges hereditaments and appurtenances to the same or any part thereof belonging or in anywise appertaining all which said premises are situate standing lying and being in Lower Lane within Haslingden aforesaid and are of the yearly rent to the Lords of the said Mannor of twopence TO THE USE AND BEHOOFE of the said Robert Holden George Hargreave John Hoyle John Lonsdale Henry Wilkinson Daniel Lonsdale Edward Thelwell John Holden John Taylor Lawrence Hoyle Edward Lonsdale Richard Teasdale Henry Hargreave James Wright John Houghton and John Haworth and him the said Robert Halstead Trustees elected and chosen by the landowners within Haslingden aforesaid at a Vestary meeting held in the parochial chappel of Haslingden aforesaid for that purpose Subject and chargeable with the payment of the Interest on the said sum of One hundred and seventy pounds after the rate of four pounds and ten shillings the hundred pound a year for ever in order that the same may be paid and applyed according to the true intent and meaning of the said donors AND ALSO subject to the payment of the interest of Three hundred and nine pounds after the rate of five pounds per cent payable yearly and every year for ever by the Overseer of the Poor of Haslingden aforesaid and his successors on the first day of May yearly to the said Robert Halstead and Robert Holden George Hargreave John Hoyle John Lonsdale Henry Wilkinson Daniel Lonsdale Edward Thelwell John Holden John Taylor Lawrence Hoyle Edward Lonsdale Richard Teasdale Henry Hargreave James Wright John Houghton and John Haworth trustees and their successors for ever to commence and be payable from the second day of February last past IN TRUST for such uses ends intents and purposes as the major part of the said Trustees that appear at a Meeting to be held every year on the first day of May in the Schoolhouse lately erected in Haslingden aforesaid shall think proper to apply and dispose of the same within the said township AND UPON THIS FURTHER TRUST that when and so often as the said Trustees shall happen by Death to be reduced to five or seven they then surviving Trustees or a Major part of them within the space of two calendar months from time to time for ever when such case shall happen by and with the consent and approbation of the then Minister and principal inhabitants of the said Township shall and will nominate and appoint proper persons as new trustees in the room and stead of such Trustees deceased One months Notice at least being first given in Haslingden Church immediately after Divine Service for a meeting to be held in the Schoolhouse in Haslingden aforesaid for electing and nominating new trustees in the room and stead of such Trustees as shall from time to time be Dead as aforesaid AND DO and shall effectually surrender convey and assure the said premises hereby surrendered and conveyed or intended so to be TO THE USE AND BEHOOFE of the surviving Trustees and the new trustees to be nominated and appointed as aforesaid and their successors for ever upon such and the same trusts and to and for the same ends intents and purposes and under and subject to the like provisoes and agreements as are mentioned and expressed in and by the said Will of the said Donors and indenture of five parts herein before recited and Subject to such uses ends intents and purposes as are

mentioned expressed and declared in and by these presents to the end that the intention of the said Donors and the Land owners within Haslingden aforesaid may be from time to time carried into Execution for ever IN WITNESS whereof the said Robert Halstead hath hereunto set his hand and seal the day and year first above written—ROBERT (LS) HALSTEAD—SEALED AND DELIVERED by the within named Robert Halstead in the presence of us—John Holmes—Jno. Wright

APPENDIX I

GRANT BY LORD AND HOMAGE

MANOR OF ACCRINGTON OLD HOLD

THE HALMOT COURT of the right Honourable Edward Lord Beaulieu and Isabella Lady Beaulieu his Wife and the most Noble George Duke of Montagu of their Manor of Accrington in the County of Lancaster holden at Haslingden on the Eighteenth day of April in the Twentieth year of the Reign of our Sovereign Lord King George the third over Great Britain &c. And in the year of our Lord One Thousand Seven Hundred and Eighty Before John Barcroft Gentleman Chief Steward there

INQUISITION was taken there the day and year above said to Inquire and present for the Lords and Lady of the said Manor upon the Oaths of John Lonsdale Gentleman Robert Lund John Pilkington Laurence Taylor Gentleman Thomas Duckworth Daniel Gregory Robert Halstead Gentleman Thomas Hargreaves Nicholas Cunliffe Gentleman Thomas Hargreaves Robert Warburton John Kay William Bramily Richard Fort and John Heys Homagors of the said Court Who upon their Oaths aforesaid say and present as followeth to wit

WE THE JURORS aforesaid upon our Oaths aforesaid In consideration of the sum of three pounds one shilling and sixpence Sterling to us and the rest of the Copyholders in Hand paid or Secured to be paid by Robert Lund of Haslingden in the County of Lancaster Yeoman DO consent and agree that the Lords and Lady of the said Manor by their Steward for the time being may grant and confirm unto the said Robert Lund and to His Heirs All that Plot or parcel of Ground containing in Length from the South End of the said Robert Lunds Dwellinghouse five yards four inches and Containing in Breadth from East to West Sixteen yards and four Inches and on the East side of the said House Eighty-five superficial yards as the same is now measured and set out and with Liberty to Build upon the Land on the South end of the said House the Width thereof with like liberty to Build at the East side at his discretion but not to Build on the West side any further than the Extent of the front of his said Dwellinghouse nor Inclose the same with a fence more than four feet in Height from the Surface Situate lying and being in and upon the Wastes and Commons in Haslingden aforesaid together with all necessary Ways Waters Watercourses Liberties and appurtenances for the free use and occupation thereof under and Subject to the payment of the yearly Copyhold Rent of One Penny to the Lords and Lady of the said Manor Provided always and these presents are upon this Condition that in Case the said Robert Lund his Heirs or assigns shall at any time hereafter Build or Cause to be Built on the West side of his said Dwellinghouse or on the said Plot of Land further West than the front of his said House or shall Inclose the same with a fence or Wall Higher than four feet and contrary to the true Intent and meaning hereof then and in such Case this present Grant and admittance thereupon to be had and taken to be void and the same premes shall revert to the Copyholders and Lord of the said Manor and Waste Lands or Grounds as this Grant had never been made TO THE USE and Behoof of the said Robert Lund his Heirs and assigns for ever according to the Custom

of the said Manor AND HEREUPON comes the said Robert Lund and desires to be admitted to his fine proclamation thereof being made and no person forbidding the same then the said premises with the appurtenances are granted by the said Steward to the said Robert Lund TO HAVE AND TO HOLD to him his Heirs and assigns for ever according to the Custom of the said Manor YIELDING therefore yearly to the Lords and Lady of the said Manor and to their Heirs the rents and services therefore formerly due and of right accustomed and now He gives to the said Lords and Lady for fine &c. id by the Pledge of John Ormerod

EXAMINED by John Barcroft Steward there

ENDORSED

Receiv'd Octobr 23, 1783 of Mr Robt Lund Three Pounds One Shilling and Six pence being the Purchase Money of a Plot of Land mention'd in this Surrender for the use of the town by me—John Hoyle

APPENDIX J

ANALYSIS OF TENANTS HOLDING LAND IN HASLINGDEN AND PAYING PUTURE AND OTHER RENTS

RECORDS : I. Attornment of 1443 (*Clith. Ct R.*, I, 501) ; II. Rental of 1527 (*Clith. Ct R.*, III, 408) ; III. Puture rents in 1662 (*Clith. Ct R.*, II, 432) ; IV. Rental of 1662 (*Clith. Ct R.*, III, 421) in which the rents paid are referred to as ancient rents (A), common rents (C) and quit rents (Q).

A. PROPERTIES APPEARING IN ALL LISTS

I. Christopher Holden ; II. Gylbert Holden ; III. Robert Houlden and Andreue Holden ; IV. Ralph Houlden, A,C,Q, and Andrew Holden, A,C,Q.

I. Henry Carter ; II. The Heyrez of Thomas Carter ; III. Hugh Taylor and others ; IV. Robert Chadwick, Hugh Taylor and others, A,C.

I. Nicholas Brounlowe ; II. Robert Dureden Junior ; III. Richard Dureden ; IV. Richard Dureden, A,C.

I. Robert Wadyngton ; II. Robert Wadyngton ; III. Robert Houlden ; IV. Raph Houlden, A,C.

I. John Dereden ; II. Robert Dureden ; III. Robert Dureden ; IV. Richard Duerden, C,Q.

I. Ralph Cowhope ; II. The Heyrez of Wylliam Cowhoppe ; III. John Gregory (twice) ; IV. John Gregory, A,C,Q.

I. William Rothewell ; II. Wylliam Rothewell ; III. Jo Rothwell, Widow Rothwell and Edward Heape ; IV. John Rothwell Jr., A,C,Q, and Richard Rothwell, A,C,Q.

B. PROPERTIES NOT IDENTIFIABLE IN ALL LISTS

In the first two lists :

I. The Heirs of Thomas Holden ; II. Robert Neuell.

I. Richard Mersden ; II. Mereden Place.

In the first list only :

Robert Godbehere, John Wilson and Oliver de Anderton and thirty-two others including fourteen townships.

In the second list only :

Hugh Gartsyde.

In the third and fourth lists (variant spellings ignored) :

Some are certainly the successors of those in the first and second lists though not identified.

John Heape, A,C,Q ; Henry Hargreaves, A,C,Q ; Christopher Hargreaves, A,C,Q ; John Houlden, A,C ; Gyles Hoyle, Q ; Robert Fish, A,C ; George Haworth, A ; Gilbert Hey, A,C ; Oliver Taylor, A,C ; Henry Coupe, A,C ; Adam Romesbothome, A,C ; Otiwell Haworth, A,C ; Lawrence Rawsthorne, A,C ; Richard Romesbothome, A,C ; Rafe Rushton, C,Q ; Oliver Houlden, C,Q ; John Haworth, A,C ; Widdow (Henry) Crooke, A,C ; James Hargreaves, C,Q ; Lawrence Heape, A,C,Q ; Richard Duckworth, C,Q.

In the third list only :

Edward Hartley ; Mathew Haworth ; Randle Sharples (for Cronshawe-heads).

In the fourth list only :

Oliver Ormerod, A,C,Q ; James Heape Sr., A,C,Q ; Edmund Heape, A,C,Q ; John Barnes, C,Q ; Gyles Hoyle, A,C,Q ; Raph Duckworth, Q ; George Duckworth, Q.

APPENDIX K

AGREEMENTS RELATING TO PRIVATE LANE HASLINGDEN

ARTICLES OF AGREEMENT Indented had made concluded and fully agreed upon the twenty seventh day of November in the year of our Lord one thousand eight hundred and thirty BETWEEN HENRY SLATER of Lane side within the Township of Haslingden in the County of Lancaster Woollen Manufacturer JAMES STOTT of Dearden Clough within the Parish of Bury in the said County Woollen Manufacturer GEORGE LAW of Flaxmoss in the Township of Haslingden aforesaid Yeoman DIONYSIUS LAW of Flaxmoss aforesaid Farmer and SAMUEL HAYWARD of Lower Walshaw in the Parish of Bury aforesaid Gentleman of the first part GEORGE ASHWORTH of Flaxmoss aforesaid Woollen Manufacturer JONATHAN HALL of Hutch Bank within the Township of Haslingden aforesaid Dyer and JONATHAN GREGORY of Flaxmoss aforesaid Farmer of the second part and WILLIAM TURNER and RALPH TURNER both of Helm Shore within the Township of Haslingden aforesaid Woollen Manufacturers JAMES ORMEROD of Cams Mill within the same Township Fulling Miller JOHN TOWNSEND of Holme in the same Township Gentleman and THOMAS SMITH of Flaxmoss aforesaid Woollen Manufacturer of the third part WHEREAS there is a certain occupation Road called the Private Lane leading from and out of the Haslingden and Edenfield Turnpike Road at or near a certain place called Bent Yate within the Township of Haslingden aforesaid and extending from thence to and into the Highway leading from Flaxmoss to Ewood Bridge at or near a certain brook called Lankshaw Brook being in length one hundred and forty one rods or thereabouts the Lands adjoining to which said Private Lane belong to the said Henry Slater James Stott George Law Dionysius Law and Samuel Hayward respectively AND WHEREAS the said George Ashworth Jonathan Hall and Jonathan Gregory are liable *ratione tenurae* to the repair of that part of the said Flaxmoss and Ewood Bridge Highway lying between the termination of the said Private Lane at Lankshaw Brook aforesaid and the Haslingden and Bridge End Turnpike Road containing in length three hundred yards or thereabouts the said part of such Highway forming a continuation of the Road from Bent Yate aforesaid to the said Haslingden and Bridge End Turnpike Road AND WHEREAS the said Private Lane is nearer and more convenient for the said William Turner Ralph Turner James Ormerod John Townsend and Thomas Smith in passing to and from their respective works and places of abode across Flaxmoss aforesaid than the old Highway which leads out of the said Haslingden and Edenfield Turnpike Road across Flaxmoss aforesaid and falls into the said Flaxmoss and Ewood Bridge Highway at or near a place called Ewood Lane Head AND WHEREAS with the view and intention of the said several parties to these presents adopting and travelling the said Road called the Private Lane in preference to and in lieu of the said Highway by Ewood Lane Head the said Private Lane hath lately been put into a good and sufficient state of repair by the parties to these presents who have laid out and expended thereupon the sum of One hundred and eighty seven pounds which they borrowed from the said John Townsend and which is now owing to him on the joint and several Promissory Note of the several other persons

parties to these presents AND WHEREAS the said George Ashworth Jonathan Hall and Jonathan Gregory have lately put the aforesaid part of the Flax Moss and Ewood Bridge Highway lying between the termination of the said Private Lane at Lankshaw Brook and the Haslingden and Bridge End Turnpike Road into a proper and sufficient state of repair with a view of making the same fit for the Traffic conveyed over the same to and from the said Private Lane AND WHEREAS as well for the purpose of providing for the future reparation of the said Private Lane and of such part of the said Flax Moss and Ewood Bridge Highway as aforesaid as of securing to all the said parties to these presents the liberty and privilege of travelling over the said Private Lane upon the Terms hereinafter mentioned They the said several parties have entered into such Agreement regarding the same Roads as hereinafter contained NOW THESE PRESENTS WITNESS and it is hereby covenanted concluded agreed and declared by between and amongst all and every the said parties to these presents and they DO for themselves and their respective heirs executors and administrators severally mutually covenant promise and agree with and to each other in manner and form following (that is to say) THAT it shall and may be lawful to and for all and every the said several persons parties to these presents their respective heirs and assigns and their and every of their Tenants Servants Workpeople Carriers Customers and all others with the consent of the said parties respectively to go return pass repass and travel over and along the said Road or lane called the Private Lane with or without horses and other Beasts of Burthen Cattle Carts Waggons Wains and other carriages on payment of the Tolls hereinafter mentioned which tolls they the said several persons their heirs and assigns shall and will from time to time well and truly pay subject and according to the provisions of these presents (that is to say) For every horse mare gelding mule or ass (not drawing) Two pence—For every score of oxen or cattle (and so in proportion) One shilling—For every score of calves sheep lambs or swine (and so in proportion) Sixpence—For every Coach chaise or other such carriage drawn by two horses One shilling—For every Chaise Chair Gig or other such Carriage drawn by one horse Eight pence—For every Narrow-Wheeled Waggon Wain or other such four wheeled carriage drawn by four horses Two shillings—Do. drawn by three horses one shilling—Do. drawn by two horses or one horse Nine-pence—For every broad-wheeled Waggon wain or other such carriage drawn by five or six horses one shilling and sixpence—Do. Drawn by three or four horses Nine-pence—Do. drawn by two horses or one horse sixpence—For every Narrow Wheeled Cart or other such two wheeled carriage drawn by three or more horses One shilling Do. drawn by two horses nine-pence—Do. drawn by one horse sixpence—For every Broad Wheeled Cart or other such two Wheeled carriage drawn by three or more horses nine-pence—Do. drawn by two horses or one horse sixpence THAT the Rate of Toll to be paid shall be fixed and from time to time reduced advanced varied or discontinued in such manner as they the said several persons parties to these presents their heirs or assigns shall order and direct THAT a proper Toll-Gate or Gates Bar or Bars Chain or Chains shall be placed and a Toll House Hut or other convenience with all necessary appurtenances for the accomodation of the Collector or Collectors shall be erected across and upon some convenient and eligible part of the said Private Lane THAT a Collector or Collectors shall be appointed to collect and receive Toll at the said Toll Gate or Gates Bar or Bars Chain or Chains And that a Treasurer shall also be appointed to whom such Collector or Collectors shall the first Monday in every month pay over all moneys received by him or them THAT the money to be from time to time collected as aforesaid (after

deducting the expense of collecting the same) and all other moneys coming to the hands of the Treasurer by virtue of these presents shall be laid out and expended in manner following (that is to say) in the first place in defraying the costs and expenses of preparing and executing these presents and all expenses incident thereto And in the next place in defraying the expense of placing and erecting the said Toll Gate or Gates Bar or Bars Chain or Chains Toll House or other convenience And afterwards in paying and keeping down the yearly interest of the said sum of One hundred and eighty seven pounds so owing to the said John Townsend as aforesaid so long as the same shall remain unliquidated And in repairing and keeping in repair cleaning altering and improving the said Private Lane and that part of the said Flax Moss and Ewood Bridge Highway lying between Lankshaw Brook and the said Turnpike Road leading from Haslingden to Bridge End and the Soughs Drains Ditches and sides of the said Roads respectively and in repairing renewing and keeping in repair such Toll House or other convenience Toll Gate or Gates Bar or Bars Chain or Chains and in defraying all other incidental outgoings and expenses regarding the said Roads THAT the surplus of the money to be received or collected as aforesaid after the several payments and outgoings hereinbefore mentioned shall from time to time be paid to the said John Townsend his executors or administrators towards the liquidation and discharge of the said principal sum of One hundred and eighty seven pounds until the whole thereof shall be discharged THAT inasmuch as the object of the parties in taking Toll is merely to raise money for the several purposes herein specified when and so often as it shall so happen that there shall be no immediate call upon the Treasurer for more money than he shall have in hand then and in such case and so often as the same shall happen it shall and may be lawful to and for the said parties to these presents to suspend or discontinue the Receipt of Toll upon the said Private Lane for such periods as to them shall seem advisable or proper and afterwards from time to time to resume the receipt of such Toll THAT all Business Orders Regulations Resolutions and Transactions of the said several persons parties to these presents regarding the said Roads or the management thereof the fixing varying discontinuing or resuming the Toll the erection and placing of a Toll House or other convenience Toll Gate or Gates Bar or Bars Chain or Chains the appointment of a Collector or Treasurer the reparation of the said Roads Toll House Toll Gate or Gates Bar or Bars Chain or Chains and all other matters and things connected with the premises aforesaid as well such as hereby are directed to be done as others not hereby provided for shall be done made and transacted at a Public Meeting of all the said parties and agreed to by a majority of the persons present at such meeting and a minute thereof entered in a book to be kept for that purpose and signed by the Chairman AND all meetings of the said parties for the transaction of business shall be held at some convenient place in the neighbourhood and shall be convened by notice in writing to be given to each of the said parties their respective heirs or assigns or left at their his or her place of abode by the person calling the same three full days before the holding of such meeting And that all business orders regulations and transactions done made and transacted by a majority of the persons present at every meeting so convened and held as aforesaid and a minute whereof shall be entered in the Book and signed as aforesaid shall be binding and conclusive upon all parties as well those present at as those absent from such meeting THAT besides all other meetings a General Annual Meeting of the said several parties to these presents shall be held for the purpose of Auditing and inspecting the Accounts of the Treasurer and for General purposes and that such Annual meeting shall be

held on every first Thursday in September IN WITNESS whereof the said parties to these presents have hereunto set their hands and seals the day and year first before written.

Henry (LS) Slater	Thomas (LS) Smith	James (LS) Stott
George (LS) Ashworth	Jonathan (LS) Hall	William (LS) Turner
For the (LS) family of the late Jonathan	James (LS) Cronkshaw	Ralph (LS) Turner
Gregory.	James (LS) Ormerod	John (LS) Townsend
(LS)	(LS)	

SIGNED SEALED AND DELIVERED by the within named Henry Slater James Stott James Cronkshaw William Turner James Ormerod John Townsend and Thomas Smith in the presence of Henry Hargreaves Solr. Blackburn Witness to the signature of Ralph Turner—Willm. Harper.
Witness to the signatures of George Ashworth and Jonathan Hall—James Greenwood.

MEMORANDUM OF AGREEMENT indented made entered into and fully agreed upon this eleventh day of November in the year of our Lord one thousand eight hundred and thirty three BETWEEN WILLIAM TURNER and RALPH TURNER of Helm Shore near Haslingden in the County of Lancaster Woollen Manufacturers of the first part GEORGE ASHWORTH of Flax Moss near Haslingden aforesaid Manufacturer of the second part JONATHAN HALL of Hutchbank near Haslingden aforesaid Dyer of the third part HENRY SLATER of Lane Side near Haslingden aforesaid Manufacturer of the fourth part JAMES STOTT of Edenfield near Haslingden aforesaid Manufacturer of the fifth part JOHN TOWNSEND of Holme near Haslingden aforesaid Gentleman of the sixth part JAMES CRONKSHAW of Accrington near Haslingden aforesaid Manufacturer of the seventh part JAMES ORMEROD of Cams near Haslingden aforesaid Fulling Miller of the eighth part and THOMAS SMITH of Flax Moss aforesaid Manufacturer of the ninth part WHEREAS the said several persons parties hereto being the Trustees of a certain Way or Road called Private Lane near Haslingden aforesaid are indebted in the sum of Two hundred and two pounds and ten shillings and which sum has been heretofore borrowed for the purposes of the said Trust and at a general meeting of the Trustees held on the twenty eighth day of March last past convened for the purposes mentioned in the Resolutions entered into at such meeting it was suggested and ultimately resolved at such meeting that the Debt of Money owing by the said Trustees upon the said Road called Private Lane should be in part liquidated by each Trustee whose names are hereinbefore mentioned and described subscribing the several and respective sums following that is to say—The said William Turner and Ralph Turner the sum of forty pounds the said George Ashworth the sum of twenty pounds the said Jonathan Hall the sum of fifteen pounds the said Henry Slater the sum of ten pounds the said James Stott the sum of five pounds the said John Townsend the sum of five pounds the said James Cronkshaw the sum of two pounds and ten shillings the said James Ormerod the sum of two pounds and ten shillings and the said Thomas Smith the sum of two pounds and ten shillings AND WHEREAS the said several persons whose names are hereinbefore particularly mentioned and described and as such Trustees as aforesaid have agreed to subscribe and advance the said several and respective sums hereinbefore particularly enumerated and set forth amounting in the whole to the sum of one hundred and two pounds and ten shillings for the purpose of reducing the

Debt now due and owing upon the said Road as aforesaid AND WHEREAS there is still due and owing by the Trustees of the said Road the sum of One hundred pounds and which is the residue or remainder of the money borrowed for the purposes of the said Trust as aforesaid and it has been agreed that after payment and liquidation of the same sum of one hundred pounds and interest from and out of the Tolls arising from the said Road called Private Lane the respective sums hereinbefore enumerated and respectively advanced by the Trustees and each of them shall be refunded to each person separately after payment and satisfaction made for the said sum of one hundred pounds and interest as aforesaid by annual payments and dividends to arise from the Tolls upon the said Lane called Private Lane as aforesaid and to be paid to them and each of them in proportion to the amount of the sums advanced by each party respectively NOW THESE PRESENTS WITNESS that in order the more effectually to carry this agreement into effect it is hereby agreed and declared by and between all and every the said parties hereto respectively and their and each of their heirs and assigns that they the said parties hereto and each and every of them shall and will pay and advance their said respective sums of money hereinbefore enumerated and so agreed to be advanced by them respectively as aforesaid AND ALSO that upon payment and Liquidation of the aforesaid sum of one hundred pounds and interest being the residue of the said monies so due and owing by the said Trustees as aforesaid upon the said Lane called Private Lane each Trustee or their heirs shall and they do hereby respectively engage and agree to have the repayment of the sums so advanced by them respectively as aforesaid secured to them and each of them by annual payments and dividends in proportion to the amount of the respective sum advanced by each Trustee as aforesaid anything hereinbefore contained to the contrary notwithstanding IN WITNESS whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written.

WILLIAM (LS) TURNER
GEORGE (LS) ASHWORTH
JAMES (LS) STOTT
HENRY (LS) SLATER
THOMAS (LS) SMITH.

RALPH (LS) TURNER
JONATHAN (LS) HALL
JAMES (LS) CRONKSHAW
JAMES (LS) ORMEROD
(LS)

SIGNED SEALED AND DELIVERED (being first duly stamped) by the within named William Turner Ralph Turner George Ashworth Jonathan Hall James Stott James Cronkshaw Henry Slater James Ormerod and Thomas Smith in the presence of Tho. Mitchell Solicitor, Haslingden.

APPENDIX L

LEASE OF HOLDEN MILL

MEMORANDUM of a Bargain made this Twelfth Day of November In the Year of our Lord 1771 Between Ralph Holden of Pallace house in the Parish of Burnley and County of Lancaster Esquire of the one part And John Heys of Holden in the Township of Haslingden in the said County Farmer And Thomas Holden of Flax Moss within Haslingden aforesaid Mason of the other part as follows That is to say : The said Ralph Holden Doth hereby Agree to Set and to Farm Let unto the said John Heys and Thomas Holden their Executors and Administrators All those Copyhold Stone Mines or Quarries in the Premises which are commonly called and Known by the names Priestly Fields the Clod and the Field at top Now or late in the Possession of John Perciful Situate in the Township of Haslingden aforesaid At the Clear Yearly Rent of Two Pounds five Shillings for the Term of One Year from the Day of the Date hereof To be paid at Two Half yearly payments at the Feast Days of Pentecost and Saint Martin the Bishop in Winter by Equal Portions AND ALSO All that One Corn Mill commonly called and known by the name of Holden Corn Mill And the Drying Kiln and all other the appurtenances thereto belonging And also the Polishing Mill and Cottages adjoining both to the Higher and lower End of the said Corn Mill and Polishing Mill At the clear yearly Rent of Thirty One pounds ten Shillings to be paid at the Rent Days aforesaid And the said Ralph Holden Doth hereby agree to allow the said John Heys and Thomas Holden the sum of Thirty Shillings towards the Repairs of the said Corn Mill and Polishing Mill And also One Hundred Cogs Or to allow five shillings more To enter into possession of the said Corn Mill Polishing Mill And all the appurtenances thereto belonging from the first Day of May now next The said Tenants are to pay all Taxes Lays Gaulds and Impositions And serve all parochial and other Offices wherewith the said Premises shall be Lawfully and Reasonably Taxed Charged or Assessed during the said Term And to Keep a Dog and a Cock for the said Ralph Holden his Heirs or assigns If required And the said John Heys and Thomas Holden are also to keep in good and sufficient Tenantable Repair All the Buildings Materials and Watercourses belonging to the said hereby Demised Premises And also to Deliver Peaceable Possession of the said Premises with the appurtenances to the said Ralph Holden his Heirs or Assigns in good and sufficient Tenantable Repair at the End of the said Term As Witness our Hands

Witness hereto

Thos abat ¹

Wm Charles

Ra Holden

John Heys ¹

The Mark of

Thos (X) Holden

On one copy are the following memoranda :

MEMORANDUM That the Day and Year first within Written The within named John Heys and Thomas Holden Gave Two Guineas to the within

¹ These two signatures shew extreme illiteracy and the spelling is more than doubtful.

named Ralph Holden Esqr One Guinea whereof was to be in part of Rent for the within mentioned Stone Mines And the other was to be Earnest of the other Bargain for the Mills &c Thos Abbott John Dean Wm Charles Thomas Veavers and others were present at and about the said Bargain RECEIVED the 22d Day of November 1771 of John Heys and Thos Holden the sum of One Guinea and a half in part of the Rent for Stone Mines within mentioned by me

Witness hereto

Ra Holden

Wm Charles

On the other copy are the following memoranda :

MEMORANDUM That the Bargain for the within mentioned Premises was made at Thos Veevers's near Burnley on the Day and Year first within mentioned In the presence of Richard Veevers Thomas Veevers Jno Dean Thomas Abbott and James Pilkington (alias White Chapels) But the Writing was Drawn ¹⁻ and signed ⁻¹ at Palace house the same night by Wm Charles and signed by the Parties in the Presence of Thos Abbott Jno Dean & Wm Charles

N.B. Mr Holden says, that by the sd Bargain he was to receive the said rent of £2. 5s. od. over and above the Rent which he was to pay to the Lord and Ladies of the Manor, which is £6.—3. od. This must be proved by the People who were present at the said Bargain—And the said John Heys and Thomas Holden was to discharge him from the Boonslate due to the sd Lords and Ladies—Which is 24 yards every year to be laid at Clithero.

¹⁻¹ Written and struck through in original.

INDICES

A. PERSONS AND PLACES

- Abbott, Thomas, 168, 169
Accrington, 1, 2, 8, 11, 46, 55, 73, 87, 100, 166; Halmote, 96; Manor, 1, 7, 34, 45, 71, 78, 87, 134-8; New Hold, 1, 7, 45, 78; Old, 7; Old Hold, 1, 7, 78
 Agriculture and Fisheries, Minister of, 2, 97
Aighton, 105
 Albemarle, Duke of, see Monk, George, General
Alden, 55
 Alfred the Great, King, 30
Alley Cross, 107, 123; *Higher*, 6
Altham Chapel, 17, 18
America, 56
 Anderton (de), James, 52, 152; John, 152; Oliver, 52, 162
Antley, 45, 46
 Asheton family, 24
 Ashton, James, 131-3
 Ashworth, George, 107, 108, 163-7; Jennett, 134-8
 Aspedene, John, 64
 Aspinall, John, 46
 Auckland, William, Lord, 125-30
 Austen, Jane, 101
Australia, 14

Back Laneside, 6
Bacup, 2, 11
Balshaw and Nether Balshaw, 67, 68, 69
Bank, 47, 48; *Street*, 77
Bankhouse, 100
 Barcroft, John, 151, 152, 153, 160, 161
 Barnes (Barns), George, 142, 147-8; Gregory, 44, 134-8; Isabel, 43; James, 117; John, 117, 162; Ralph, 43; Robert, 147-8; Thomas, 46; William, 43
Barnes Tenement, 116
 Baron, —, 36
 Barrett, John, 74
Bay Horse Inn, 111
 Beaulieu, Edward, Lord, 151, 152, 160; Isabella, Lady, 151, 152, 160
 Belknap, Chief Justice of the Common Pleas, 90
 Bell, George, 72, 76, 153
Bell Lane, 20; *Row*, 73
 Bennett family, 101

Benigate, 71, 106, 107, 108, 109, 111, 163-7
 Bilsborrow, 86, 118; James, 29, 47, 48, 118; Yates, 48
Bingley, 144
 Birtwistle, Edmund, 87
 Blackburn, Agnes de, 105; John de, 105
Blackburn, 11, 85, 86, 90, 96; *Church*, 18; *Road*, 61
Blackburnshire (Blagbornshire), (*Hundred*), 14, 15, 16, 19, 90, 94, 96
Black Dog Inn, 86
Blackfields, 41, 144-5
Blacklane, 84
 Blaykay, Henry, 101; Lawrence, 101
 Boardman, James, 55
Boland, 15
 Bold, Adam de, 33; Richard de, 33
Bold, 33
Bold Venture, 123
Bolton (-le-Moors), 2, 8, 11, 55, 73, 74, 105
 Boothman, Benjamin, 46, 117; Joseph, 85
Booths, see *Higher*— and *Lower*—
 Boswell Family, 36, 66; William, 65
Boswell Heys or Fields, 65, 66
 Bowyer, William, 134-8
 Boys, William, 46
 Boyson v. Haslingden Corporation, 84
 Bradshaw, Mary, 34; William de, 34
Bradshaw, 34; *House*, 118
 Bramily, William, 160
 Brandwood, Mary, 23
 Brewer, Richard, 151; Thomas, 74
 Bridge (Bridges, Brydgc, Brydges), Agnes, 64; Thomas, 64; William, 20, 157
Bridge End, 4, 12, 44, 163-7
Bridgeholme, 34, 44
Brindle Church, 17
Broadfield, 125-30
Broadhead (Brodheved), 16, 33, 34
Broadholden, 9, 28, 33, 36, 38, 39, 42, 65, 66, 94, 122
Broad-street, 55
Broadway, 107
Brodheved, see *Broadhead*
 Brook, John, 114
 Brooks, Thomas, 58
 Broughton, John, 156
Brownelawe House, 60

- Brownlowe, Nicholas, 162
 Buccleuch, Duke of, 82
Bull Green, 70, 71, 76, 83, 88, 151-9
Burgess Nook, 73, 76
Burnley, 2, 11, 19, 73, 74, 75, 77, 80, 81, 82, 84, 87, 91, 100, 121, 168;
 Chapel (Chantry), 17, 18, 22, 26, 62, 122
 Bury and District Joint Water Board, 2, 39, 64
 Bury Corporation, 39, 64
Bury, 7, 11, 85, 86, 100, 102, 106, 153, 156, 163; *Road*, 6, 75, 77
 Busli, Roger de, 90

Calf Hey, 9, 40
Cam, 13
Cambridge, 13, 15
Cams, 166; *Mill*, 108, 163
 Canterbury, Archbishop of, 22, 86, 92, 125-30
Carrs, 21, 46
 Carter (le Carter), Henry, 53, 93, 162;
 Richard, 53; Thomas, 53, 93, 162;
 William, 53
Carter House of Levin Sands, 54
Carterplace, 5, 12, 46, 53, 54, 55, 56, 57, 71, 93, 94, 102, 108, 122, 156
Cartmel Priory, 54
Castleton, 80
Causeway Head, 41, 58
 Chadwick, Andrew (Sir), 53, 55, 56, 57, 93, 102; Benjamin, 57; Edmund, 55; Ellis, 102; James, 102; John, 56, 57; John Oldfield, 55; Mary, 55, 56; Oliver, 102; Robert, 55, 56, 57, 162
 Champneys, Weldon, Rev., 20, 76
Chapel Street, 70
 Charity Commissioners, 73
 Charles I, King, 43
 Charles, John, 119; William, 168, 169
Charles Lane, 6, 20, 61
 Chatburn (Chatburne), John, 100;
 Richard, 100; Thomas, 100
Chatburn, 1, 98, 100, 101
Chatterton Hey, 156
Cheesden, 67
Cheltenham, 99
 Cherry, Benjamin, Sir, 98
 Chester, Bishop of, 21, 24; Earl of, 90
Chevet, 113
 Chew, Thomas, 86
Chipping, 16, 18
Chippyndale, 16
Chorley, 105
Church, 6; *Lane*, 85, 86; *Meadow*, 85, 86; *Pits*, 20, 60, 62, 66, 79, 122;
 Post, 13, 14, 28, 37, 45, 60; *Street*, 6, 49, 70, 71, 79, 83, 84, 86, 87, 88
 Clerkeson, Nicholas, 65
 Clitheroe, Copyholders of, 1, 2, 3; Lord of, 95
Clitheroe, 11, 19, 20, 80, 81, 96, 104, 111, 121, 125-30, 131-3, 169; *Castle*, 7;
 Chapel, 17, 18, 19, 22; *Court*, 96;
 Honour of, 1, 2, 3, 81, 89, 90, 91, 97, 103
Clod, 116; *Lane*, 6, 106, 108, 110
Cloughbottom, 115, 118
Clough-end, 72, 151, 153, 156
Clover Meadow, 85
 Coal Commission, 97
Coal Hey Farm, 61, 73
Cob Castle, 6
 Cockerill, James, 49; John, 73, 86
Cockerill Fold, 29, 47, 49, 118; *Street*, 49
Cockham, 35, 43, 52, 124; *Estate*, 28, 51
Coldwalls, 71, 156
 Collins family, 101; T., 130
Colne, 1, 2, 17, 18, 19, 22, 80, 81, 82, 91, 96, 97, 101, 102
Commercial Inn, 111
Conishead Priory, 54
Constable-lee, 21, 145
Copy, 123
Coquimbo (Chile), 56
 Cottam, Abraham, 73
 Cowpe (Coop, Coup, Cowhoppe, Cowp), Henry, 148, 162; John, 85; Ralph, 162; Thomas, 116, 118; William, 62, 162
Cowpe Brook, 11
Crawshaw Booth, 21, 50, 74, 87
Crewe, 14
Cribden, 13, 73, 74, 87; *End Lane*, 50
Cribdenside, 84
Crioda, 13
 Crisp, George, 130
Croft, The, 116, 117
 Crofte, James, 131-3
 Cronkshaw (Cronesay, Cronshaw), Christopher, 43; James, 166; John, 20; Richard, 43
Cronkshaw Head (Craunshay Hede), 63, 67, 69, 162; *House*, 67
 Crook, Henry, 148, 162
Cross in Church Pits, 60
Crown Inn, 49
 Cunliffe, John, 39; Nicholas, 72, 145, 151, 153, 157, 160
 Curzon, Asheton, Lord, 24; family, 24

 Darcy, Arthur, Sir, 20
Darwen, Nether, 105
 Davimport, William, Sir, 20
 Dean, John, 169
Deansgrove (Danesgrave, Danesgrove, Deansgreave, etc.), 41, 62, 68, 69, 122, 145
 Dearden (Dereden, Durden, Dureden), John, 46, 162; Nicholas, 53, 59;

- Ralph, 47; Richard, 53, 60, 61, 62, 157, 162; Robert, 59, 60, 67, 93, 140, 162
- Dearden Clough*, 163; *Place*, 21, 45, 59, 60, 93, 122
- Deardengate*, 6, 20, 60, 70, 71, 72, 73, 74, 76, 77, 83, 84, 87, 88, 122, 152, 156; *Farm*, 70; *House*, 70
- Delaval (De la Val), Hugh, 18, 19
- Derby, Earl of, 25
- Derbyshire*, 108
- Diggles Meadow*, 73
- Dixon, Richard, 154
- Dobson Place*, 28, 36, 37, 45, 47, 48, 49, 50, 61, 78, 122
- Dobsons Meadow*, 49, 66, 74, 76, 78, 79
- Dodge Bank*, 36; *Meadow*, 36
- Dole Lane*, 107
- Doles Farm*, 107; *Higher*, 6
- Douglas, Sylvester, 125-30
- Dow Lane*, 107
- Downham*, 15, 125-30
- Duckworth, Alice, 141; Ann, 141; Betty, 142; Dionysius, 143; Eleanor, 143; George, 162; Henry, 143, 151; Hugh, 142, 156, 157; James, 141, 142, 143, 147, 152; John, 141, 142, 143; Jonathan, 143; Lawrence, 29, 47, 48, 117, 118, 141, 143, 151, 152; Maria, 25; Mary, 57, 143; Noel, 25; Ralph, 162; Richard, 148, 162; Thomas, 160; William, 142
- Duckworth*, 25, 27, 66; *Hall*, 36
- Dunnockshaw*, 74, 84
- Duxbury, George, 38, 131-3
- East Greenwich, Manor of*, 37
- Eddleston, William, 157
- Edenfield*, 107, 108, 163-7
- Edgworth*, 33, 34, 55
- Edward I, King, 162; III, King, 18, 56; VI, King, 22; the Confessor, King, 14, 54, 90
- Eliza Street*, 66, 74
- Elizabeth, Queen, 37, 39, 66, 102, 131-3
- Ellison, Henry, 118
- Ellston, Benjamin Holden, 25; Violet Mildred, 25
- Elms*, 12
- Elston, Elizabeth, 35, 36, 45; Robert, see Holden, Robert
- Endowed School at Haslingden*, 73
- Eostra, Goddess of Spring, 55
- Eula, Thomas de, 16
- Ewood*, 15, 25, 35, 94, 95; *Bridge*, 12, 20, 106, 107, 108, 163-7; *Estate*, 9, 24, 43, 51, 52, 59, 124; *Hall*, 31, 106; *Lane*, 6, 106, 107, 108, 163-7; *Lane Head*, 106, 108, 109, 163-7; *The*, 19, 92
- Extwistle*, 92, 96, 144
- Farebanke, Gilbert, 62
- Farrer, William, Dr, 26
- Farrington, William, 131-3
- Fenton, Hugh, 68; Lawrence, 68, 106; Miles, 68
- Ferrers, Edward, 35
- Fish, Isaac, 117; Robert, 94, 162
- Fish Tenement*, 116
- Fittleton*, 149
- Flaxmoss*, 43, 68, 72, 107, 109, 111, 141, 142, 151, 156, 163-7, 168; *Common*, 8, 28, 58, 71, 106, 108, 123; *Road*, 6, 67, 107, 108
- Fort, Richard, 160
- Furness*, 54
- Gambleside*, 21
- Gardiner, James, 82
- Gartside (Gartsyd, Gartsyde), Francis, 5, 67, 68, 69; Hugh, 59, 93, 162; Roger, 102; Thomas, 20, 58
- Gartside Estate*, 122
- Gaveston, Piers, 97
- Gaunt, John of, Duke of Lancaster, 56
- Gearveiss, Henry, 74
- George VI, King, 25
- George Street*, 78
- George Street Public Accommodation Company, 78
- Gilberts Tenement*, 117
- Godbehere, Robert, 162
- Golden Square*, 55
- Goodshaw Booth*, 21; *Lane*, 74
- Goose Green*, 60, 70, 71, 73, 74, 83, 88
- Graham, William, 87
- Grane*, see *Haslingden Grane*; *Post*, 13, 14, 24, 28, 63, 123
- Granta*, 13
- Grantham, Thomas, 145
- Gray, William, Rev., 73
- Graystone, High*, 40
- Green*, see *Haslingden Green*
- Greenhouses*, 73
- Greens Lane*, 6, 106, 107, 108, 109
- Greenwood, Elizabeth (Betty), 25; Henry, 25; James, 166; John, 25, 29, 46
- Gregory (Gregorie, Gregorie), Charles, 62; Daniel, 160; Elizabeth, 62; John, 62, 134-8, 151, 162; Jonathan, 107, 108, 163-7; Robert, 41, 42, 62, 134-8
- Gregory Fold*, 41, 42, 122
- Grenakers, Richard, 62
- Greslet, Albert, 90
- Habergham Eaves*, 153, 156
- Halfdene, King, 30; name, 30, 31
- Hall, John, 5; Jonathan, 107, 108, 163-7

- Halstead, David, Major, 13, 84; Henry, 152; Robert, 71, 72, 151-9, 160; William, 100
- Hameldon*, 73
- Hamer, Mr, 118
- Hancock, Richard, 131-3
- Hargreaves (Hargreave), Ann, 76; Christopher, 38, 39, 76, 131-3, 162; Elizabeth, 61; family, 5; George, 38, 43, 61, 66, 71, 72, 74, 77, 130, 131-3, 153-9; Henry, 20, 38, 72, 131-3, 156-9, 162, 166; Isobel, 44, 134-8; James, 161, 162; John, 61, 76, 118, 151, 152; Marsden, 61; Mr, of Hoddlesden, 76, 86; Oliver, 23, 73, 74, 75, 78; Richard, 38, 131-3; Robert, 71, 73, 153-9; Thomas, 76, 160
- Hargreaves Street*, 78
- Harper, William, 166
- Hartley (Herteley), Edward, 162; James, 64; Jennet, 64; John, 114, 157
- Haselhead*, 16
- Haslingden, Corporation, 82, 83, 84; Local Board, 82, 84, 111; Rawtenstall and Bacup Outfall Sewerage Board, 51; Robert de, 14, 16, 30; surname, 14; Wyun de, 14
- Haslingden, passim* (*Haselinden*, *Haselindgen*, *Haselingedon*, *Hasselend*, *Hasselinden*, *Hasselindene*), 14; *Church* (*Chapel*), 5, 9, 17, 18, 19, 20, 55, 61, 86, 124, 153-9; *Churchyard*, 19, 20, 85, 86; *Cricket field*, 108; *Grane*, 2, 6, 12, 40, 64, 107, 156; *Green*, 49, 87, 88; *Moor*, 6, 107, 123; *Poor Law Union*, 78; *Station*, 111; *Vicarage*, 76
- Haslinghead, Roger, 16
- Haslinghead*, 16
- Haslington*, 14
- Hastings Castle*, 97
- Haworth (Hawarth, Howarth, Howorth), Abraham, 46, 106, 118, 152; Elizabeth, 47, 113; family, 105, 108; George, 162; Henry, 79, 82, 145-7; John, 72, 149-50, 151, 152, 153, 156-9, 162; Mathew, 162; Otiwell, 162; Richard, 74; Robert, 102; v. Warburton and others, 3, 105; Widow, 118
- Hayhurst, Hugh, 29, 46
- Hayward, Samuel, 107, 108, 163-7
- Heap (Heape), Edmund, 38, 39, 162; Edward, 38, 131-3; James, 38, 39, 162; John, 38, 39, 77, 131-3, 156, 157, 162; Lawrence, 38, 39, 162; Richard, 151
- Heap Clough*, 6, 39
- Hell Holme*, 12
- Helmcroft* (*Holmcroft*), 28, 58, 122
- Helmholme*, 12
- Helm Shore*, 12, 163, 166
- Helmshore*, 4, 26, 27, 28, 44, 108, 163; *Railway Station*, 4, 111; *Road*, 6, 67
- Henheads*, 60
- Henry II, King, 16; III, King, 16, 17; V, King, 92; VI, King, 92, 138
- Heselingdon*, 14
- Heys (Heigh, Hey, Heyes), Gilbert, 162; John, 67, 69, 117, 118, 121, 160, 168, 169; Lawrence, 72, 156; Robert, 52, 147
- High Graystone*, 40; *Lawe*, 65; *Moor*, 8, 9, 10, 30, 36, 40, 48, 60, 123; *Street*, 47, 85, 87
- Higher*, see second name; *Booths*, 14, 21, 22; *Lane*, 48, 49, 50, 84, 85, 87
- Hindle, James, 116, 118; John, 115, 118; Lawrence, 152
- Hoddlesden*, 34, 63, 76, 99, 153, 156
- Hodson, Richard, 111
- Holand, Robert de, Sir, 19, 42, 92
- Holcombe* (*Holcome*), 55, 87; *Hill*, 55
- Holden (de Holden, Holdene, Holding, Houlden, Houldene, etc.), Adam, 19, 28, 30, 32, 34, 35, 37, 40, 42, 48, 50, 52, 92; Agnes, 27; Alice, 46; Andrew, 27, 36, 55, 56, 58, 162; Christopher, 46, 65, 93, 162; Dow-sill, 26; Elizabeth, 25, 35, 36, 45; family, 15, 25, 32, 33, 34, 36, 51, 65; Frances, 25; George, 45; Gilbert, 26, 27, 28, 33, 34, 35, 36, 44, 58, 92, 134-8, 162; Henry, 25; John, 26, 43, 53, 67, 71, 92, 141, 156-9, 162; Maria, 25; Mary, 25, 55, 144-5; Nicholas, 92; Oliver, 43, 44, 66, 134-8, 140, 141, 162; Ralph, 14, 23, 25, 26, 27, 29, 30, 34, 35, 36, 37, 43, 45, 46, 48, 50, 51, 52, 63, 66, 67, 113, 117, 118, 119, 120, 121, 139, 148, 156, 157, 162, 168, 169; Richard, 27, 66; Robert, 19, 25, 26, 27, 29, 30, 32, 33, 35, 37, 38, 42, 43, 46, 47, 48, 66, 69, 71, 92, 96, 97, 122, 124, 131-3, 134-8, 139, 144-5, 148, 151, 152-9, 162; Thomas, 23, 27, 46, 65, 116, 121, 139, 162, 168, 169; Violet Mildred, 25; Wilfred H., 30; William, 25
- Holden*, 13, 15, 26, 30, 31, 32, 33, 94, 152, 156, 168; *Estate*, 12, 27, 29, 30, 32, 33, 34, 35, 36, 44, 45, 46, 48, 66, 123; *Hall*, 20, 25, 28, 30, 31, 32, 35, 36, 37, 42, 117, 118, 122, 123; *Kinn*, see *Holden Mill*; *Lordship of*, 44; *Mill*, 34, 35, 47, 114, 117, 118, 121, 124, 140, 168, 169; *Mill, Way to*, 140; *Post*, 13, 14, 28, 37; *Vale*, 9, 12, 13, 24, 27, 28, 31, 44, 66; *Wood*, 12

Holker, Thomas, 141
 Holland, Margaret de, 105
Holme, 40, 108, 110, 156, 163, 166 ;
Lane, 110 ; *Little*, 40
 Holmes, John, 70, 159 ; John, Rev., 23,
 156, 157
 Holt, Mr, 118 ; Richard, 118
Hoorstone Slack, 52
Hornby, 82
Horncliffe, 121, 149 ; *Old*, 105 ; *Wood*,
 149-50
 Horncliff, Robert de, Sir, 105
 Houghton, Anne, 58, 59 ; John, 72,
 156-9
 Howard de Walden, Lord, 25
 Howorth, see Haworth
Howstedes, 20
 Hoyle, Edward, 44 ; Gyles, 162 ; Joan,
 44 ; John, 24, 29, 44, 46, 71, 72, 76,
 79, 118, 145-7, 152, 153-9, 161 ;
 Lawrence, 71, 79, 156-9 ; Richard,
 29, 46
Hud Hey, 21, 59
Hudrake, 6, 47, 49, 84, 85, 86, 87, 114,
 118, 122 ; *Head*, 114
Huncoat (Huncote), 1, 7, 8, 15, 55, 73, 90,
 96
Huntsmans, 76
Hutchbank, 72, 156, 163
 Hutchinson, Thomas, 38, 39, 73
 Hyrdman, Thomas, 67

Ightenhill, 1, 96, 98, 100
Ing, 86, 115
 Irwell Valley Water Board, 2, 39, 64
Irwell, River, 11, 106, 149-50 ; *Vale*, 11,
 12
Isis, 13

 Jackson, Agnes, 134-8 ; George, 151 ;
 John, 134-8 ; Lettice, 63 ; Richard,
 134-8
 James I, King, 34, 40, 43, 66, 134-8
 Jenkinson, William, 23
 John, King, 16
 Johnson, Margaret, 64 ; William, 64
 Joliffe, J. A. E., 3
 Jones, Mrs, 151

 Kay, Eleanor, 143 ; Hannah, 150 ;
 John, 150, 151, 152, 157, 160 ;
 Richard, 149-50 ; Roger, 67, 149-
 50 ; William, 46
 Keelyn, William, 32
Kent Sands, 54
Kents Bank, 54
 Kenyon, Christopher, 151, 152 ; Jane,
 80, 81 ; John, 118 ; Roger, 81
Kiboth Crew, 87
Kiln, Old, 87

King Street, 74, 75 ; *Street Wesleyan*
Chapel, 66
Kings Highway, 6, 55
Kirk Hill, 50 ; *Hill Road*, 50 ; *Hill Toll-*
house, 50
Kirkebank, 60, 62
Kirkstall Abbey, 92, 95
 Kirkstall, Abbot of, 92, 95
Knaresborough, 56 ; *Castle*, 56 ; *Manor*,
 56
Knoll Gap, 41, 145-7
Knowle, Nearer and Further, 146

 Lache, Richard, 101
 Lacy, Alice de, 19 ; Henry de, 15, 32, 33,
 38, 45, 92 ; Henry de, Earl of Lin-
 coln, 19, 33, 34, 45, 96 ; John de, 14
 Lancaster, Duke of (John of Gaunt), 56 ;
 Thomas, Earl of, 19, 97
Lancaster, Duchy of, 54, 56, 92 ; *Sands*, 54
Lands End in Cornwall, 4
Laneside, 67, 76, 107, 122, 157, 163, 166 ;
Back, 6
Langshaw Brook, 107, 108, 163-7
 Langton, Agnes, 27
Lanteshaw Brook, 107, 163-7
Laund Lane, 50
 Law, Dennis, 57 ; Dionysius, 107, 108,
 142, 163-7 ; George, 57, 107, 108,
 163-7 ; James, 57, 143 ; Jennett,
 57 ; Mary, 57, 58 ; Sarah, 56, 57
Lawycke (La Qaike), 34
 Laycock, John, 152
 Lea, Henry de, Sir, 105
 Leach, Robert, 75
Lee Warner estate, 122
Leicestershire, 108
 Leofwine, 18 ; Hugh, 18
Leven River, 54
Levin Sands, 54
Lewezfield, 68
Limy Water, 11
 Lincoln, Earls of, see Lacy, de ; Mar-
 garet, Countess of, 14
 Lister, Catherine, 125-30 ; family, 24 ;
 Thomas, 24, 125-30
 Lomas, John, 147-8
London, 20, 56
Long Meadow, 46
Lonshote hyle, 43, 66
 Lonsdale, Daniel, 71, 125-30, 152, 153-9 ;
 Edmund, 72, 125-30, 152, 153 ;
 Edward, 71, 156-9 ; family, 5 ;
 John, 46, 71, 74, 75, 76, 77, 152,
 153-9, 160 ; Richard, 118
Loweclough, 21
Lower, see second name ; *Booths*, 14, 21,
 22, 60 ; *Lane*, 6, 29, 47, 49, 72, 84,
 85, 87, 157, 158 ; *Lane Ground*, 118
 Lund, James, 156, 157 ; John, 147 ;
 Robert, 77, 78, 86, 160, 161

Lund Banks, 130
Lunds, dwelling house, 160; *smithy*, 151

Madder, Abraham, 157
 Maden, Elizabeth, 26; John, 39, 40
Manchester, 55, 106
Market Place, 70, 77, 83, 84
Marsden (Mereden, Mersden), Place, 61, 66, 69, 122, 162; *Square*, 49, 61, 66, 75, 83, 84

Marsdens, 91
 Mather, J. Marshall, 32
Mauritius, 56
 Meadowcroft, William, 102
Mereden, Mersden, see *Marsden*
Mersey River, 90
 Metcalf, John (Blind Jack of Knaresborough), 86

Millbrook, 134-8
Milneway, 140
 Minister of Agriculture and Fisheries, 2, 97

Mitchell, Thomas, 57, 167
Mizzy Field, 40; *Higher*, 40; *Lower*, 40
 Monk, George, General, Duke of Albe-marle, 20, 81

Monk Bretton, 55
 Montagu, George, Duke of, 151, 152, 160
 Montbegon, Roger, 55
 Mordrimer, de, 33
 Mordriver, de, 53
Morecambe Bay, 54
Morley Field, 74
Morton Banks, 144

Musbury, 141; *Church*, 12; *Park*, 34, 44, 45, 55, 65, 118, 140; *Park Fence*, 34, 45; *Road*, 6, 67, 106
Musden, 9, 63, 65, 122; *Head*, 65
Musgrove, Walter, 83

Nelson, 2, 11

Nether Darwen, 105

Neville (Neuell, Nevell, Nevile), Alice, 65, 66; Elizabeth, Lady, 65; family, 36, 38, 65; George, 65; John, 65; John, Sir, 65; Katherine, 113; Robert, 63, 65, 66, 93, 162

New House, 157; *Inn*, 75, 76
Newchurch-in-Rossendale, 63, 84, 85, 87; *Church*, 62, 63

Nicholas, Pope, 17, 18
 Norman Kings, 25
 Norris, Mary, 25
 Nuttall (Nuttowe), John, 68

Oakenhead Wood, 21

Oddie, Edward, 156

Ogden, 63, 64, 65; *Meadow*, 40; *River*, 11, 12, 34, 44, 45, 108, 141; *Trippett of*, see *Trippett of Ogden*

Old Horncliffe estate, 105; *Meadows within Ogden*, 40

Ormerod, James, 22, 107, 108, 110, 163-7; John, 152, 153, 161; Oliver, 38, 162; Thomas Livsey, 20

Oswaldtwistle, 6, 7, 36

Oxford, 13

Padiham, 84, 91, 93

Paghouse Mill, 114

Palace House, 25, 113, 153, 156, 168

Paley, James, 130

Pape, T., 54

Park, 29, 47, 48, 118

Parker, Brian, 131-3

Parkhead-in-Whalley, 81

Parsonage House, 76; *Lane*, 77

Peart, John, 125-30

Pendle, 1; *Forest of*, 1

Pendleton, 1, 90, 100, 101

Pennines, 13

Philips, Frances, 35

Pickering Street, 78

Pickles, Eli, 23

Pickup, Robert, 130

Pierson, Elizabeth, 100; Ralph, 100; Richard, 100; Robert, 100; Thomas, 100

Pilgrims Cross, 55

Pilkington, John, 75, 110, 160

Pillyng, Edmund, 64; Elizabeth, 64

Pinglett, 118

Pit Heads, 20, 50, 61, 79

Pitts, 77

Plantagenet Kings, 25; Thomas, 19

Poictou, Roger de, 14, 19, 90

Pollock and Maitland, 18, 96

Poorhouses, 29, 47

Preston, 91

Prinny Hill, 61

Private Lane on Flaxmoss, 106, 107, 108, 109, 110, 163-7

Radcliffe (Radclyff), Henry, 114, 117, 118; William, Sir, 65

Radcliffe Fold, see *Ratcliffe Fold*

Ragnall, Northamptonshire, 65

Rake Foot, 50

Ramsbottom (Ramesbothome, Ramysbothom, Romesbothom, Romsbothom), Adam, 67, 106, 117, 147, 162; Christopher, 67; Edmund, 67; Elizabeth, 66; Henry, 106, 157; James, 73; John, 66, 67; Katherine, 67; Oliver, 66, 67; Richard, 106, 162; Thurstan, 67

Ramsbottom, 2, 11, 97

Ratcliffe Fold, 20, 151

Ratclyff, Richard, 68; Vane, 68

Ravenshore, 11, 12, 26, 27

- Rawsthorne, James, 117; Lawrence, 64, 162
Rawtenstall, 2, 11, 21, 50, 74, 87, 105, 110
 Reelyn, William, 32
Ribble River, 90
 Ribblesdale, Thomas, Lord, 22, 23, 24, 86, 125-30
Ribchester, 18
 Richard I, King, 18
 Riley (Ryley), Betterize, 101; Robert, 101; Thomas, 131-3
 Rishton (Rushton, Ryshton), Ann, 115; family, 46; Hugh, 45; James, 87, 118, 148; John, 72, 87, 118, 151, 152, 153; Ralph, 45, 147, 162; Richard, 134-8; Widow, 118
Rishton Place, 134-8
Rising Bridge, 121
 Robinson, Arthur Ingram, 89; Dixon, 42; John, 85, 86
Rochdale, 11, 15, 26; *Manor*, 3
Rock Hall (Road), 50
 Roscow, Baxter, 40
Rossendale, 1, 26, 67, 104; *Forest*, 1, 11, 14, 55; *Valley*, 11, 84
 Rothwell (Rothewell), Adam, 38, 63, 64, 131-3; Alice, 64; Henry, 156; James, 38, 64, 131-3; John, 38, 64, 74, 131-3, 162; Richard, 38, 87, 131-3, 150, 162; Sarah, 76; Widow, 162; William, 38, 63, 69, 131-3, 162
Rothwell estate, 38, 122
Rough Meadow, 46
Royston, 113
Rufford, 82
Ryehill, 67

St Michael-in-Castro, Chapel, 17
Salford, 55
 Salisbury, Earl of, 92
Sandpitts, 58
 Sashworth, Robert, 114
 Scholes, John, 74
School, Endowed, at Haslingden, 73
 Schofield (Schofield), Elizabeth, 58, 59; Matthew, 118
 Sharples, Randle, 162
Sheep Green, 49, 50, 60, 66, 70, 71, 73, 74, 75, 76, 77, 78, 83, 84, 85, 88; *Green Pitts*, 71, 152
Sherfin, 84
 Shuttleworth, Robert, 134-8
Simonstone, 25, 97
Skinners Tenement, 117, 118
Slate, 13, 29, 47, 118; *Field*, 29, 47, 48; *Moor (Common)*, 8, 36, 47, 48, 49, 50, 71, 123; *Quarries*, 50
 Slater, Henry, 107, 108, 163-7; Rebecca, 130
 Slingsby family, 56

 Smith, John, 130, 145; Thomas, 107, 108, 111, 163-7
Smithy Bank, 86
Spout House, 50; *House Lane*, 50
Springfield House, 107
Springside, 20; *House*, 61
Stanlaw, 17
 Stephenson, Henry, 17
Stockhouse, 29, 47, 117
Stonefold, 74
Stoops, 86
 Stott, James, 107, 108, 111, 163-7; Thomas, 87
Stryndes, 63, 65
 Stuart Kings, 25
Sunnyfield, 28, 29, 36, 37, 45, 47, 48, 114, 118, 122
Swine Hills, 118
Swineherd Law Common, 36
Swineherd Low, 115, 118
Swinehill, 36, 114
Swinnell Brook, 12, 13, 20, 29
Syke Mill, 108
Sykeside, 107, 108; *estate*, 108; *estate at*, 108; *Mill*, 108

Tanner Barn, 156
 Tattersall, Christopher, 118; James, 116
 Taylor (Tailor, Taillor), Frances, 25, 29; Hugh, 25, 93, 162; John, 5, 56, 57, 65, 71, 156-9; Lawrence, 160; Matthias, 106; Oliver, 162; Ralph, 67, 68, 134-8
 Teasdale (Teesdale), Jane, 47; John, 47; Richard, 72, 153, 156-9
 Tewode, Hugh de, 14
Thames, 13
 Thelwall (Thelwell), Edward, Rev., 71, 156-9
Thirteen Stone Hill, 13
Thorn Inn, 75, 76, 84
Todd Hall, 6, 12, 20, 25, 26, 27, 28, 29, 30, 31, 32, 35, 36, 37, 45, 52, 55, 58, 122, 123
Todmorden, 85, 87
 Tomlinson, Henry, 151
Top o' th' Clod, 116
Tottington, 1, 3, 7, 15, 25, 27, 34, 45, 97, 103, 104, 105; *Higher End*, 11, 105; *Lower End*, 87; *Manor*, 1, 3, 7
Town Gate, 71, 84, 85, 87; *Green*, 78, 79, 84, 85, 86, 87; *Post*, 13, 37, 45
 Townley, Grace, 27; Thomas, 64
 Townsend, John, 48, 73, 107, 108, 109, 112, 163-7; Joshua, 156, 157
Townsend Fold, 108
Trawden, 1; *Forest of*, 1, 101
Trippett of Ogden, 45
 Tudor Kings, 25
 Tupling, G. H., Dr, 9, 10, 17, 23, 26, 27, 49, 68, 70, 82, 94, 102, 104, 106

- Turfcote*, 41
 Turner, James, 56; Ralph, 107, 108,
 111, 163-7; William, 107, 108, 110,
 111, 163-7
Two Acre Field, 47, 48

Ugden, 9, 63, 64, 65, 122, 134-8; *Fote*, 43

 Veevers, Richard, 169; Thomas, 169
Victoria Hotel, 61
 Vinogradoff, Paul, Professor, 89

 Waddington, family, 46; George, 46;
 John de, 46; Robert, 28, 45, 46,
 162; Robert, Sir, 2
Waddington estate, 28, 36, 45, 46, 47
 Wadsworth, John, Rev., 151
Waggon and Horses Inn, 84, 85, 88
 Wallwork, Richard, 87, 88
Walshaw, Lower, 163
Walton-le-Dale, 90
 Warburton (Wharburton), Abraham,
 114, 118; John, 115; Robert, 152,
 160
 Warrington, 82
Warth, 149-50
Warton Sands, 54
Watchhouse, 29, 47, 118
Waterfoot (Waterfoot), 11
Well Bank, 20; *Meadow*, 86
 Wentworth, Godfrey, 48
 Wesley, John, Rev., 84
Westminster, 55, 131-2, 140
Whaley, 125-30
 Whalley, Monks of, 18, 22; Rector of,
 24; Vicar of, 24

Whalley, 11, 17, 55, 81, 85, 86, 90, 125-
 30; *Abbey*, 18, 35; *Church*, 17, 18,
 20; *Parish*, 15; *Rectory*, 24
 Whitaker, Harold, 11; Richard, 85, 118,
 130; T. D., Dr, 15, 18, 27
Whitcroft (Witcroft), 62, 67, 68, 69, 122
Whitewell Brook, 11
 Whittaker, Giles, 44; Thomas, 24
Widhill, 149
 Wilden, John, 125-30
 Wilding, John, 75
 Wilkinson, Edmund, 156; Henry, 23,
 71, 75, 86, 115, 152, 153-9; Thomas,
 130; Widow, 118
 Willen, John, 46
 William I, the Conqueror, King, 14, 90
 Willis, Alice, 86
 Wilson, Benjamin, 151; John, 130, 162
Windy Harbour, 116
Wisewall, 105
 Wodroff, Robert, 62
 Wodrowfe, John, 62; Robert, 62
Wolfenden, 21
 Wood, John, 144-5
 Woodcock, John, 42, 89, 104
 Woods, Charles, 48; Francis, 46
Woolley, 49
Woolpack Inn, 111
Wormstall Holme, 59, 106
 Worsley, James (Mr), 110; Nicholas, 56
Worston, 1, 98, 100, 101
 Wosnome, John, 67
 Wright, James, 72, 153, 156-9; John,
 159

 Yates, Thomas, 152
 Yorkist Kings, 25

B. SUBJECTS

- Additions to churchyard and other sites bought from glebe, 24
- Admittance of copyhold, 1
- Alienation in mortmain prohibited, 17-18
- Analysis of tenants paying puture rents, 162
- Ancient demesne tenure, 14, 89 *et seq.*
- Ancient rents between Ribble and Mersey, 92
- Anglo-Saxon tenure survival, 15
- Areas of estates, townships and manors, 6 *et seq.*
- Attornments in 1443, 92
- Bankruptcy trustee took subject to free-bench, 98
- Boons, 47
- Boundaries, alterations in, 5
- Boundaries, old, how assumed, 5
- Boundaries, persistency of, 44
- Brickmaking, 119
- Building leases, length of, 2
- Burnley chantry, 62
- Burnley, highway to, ambiguous description of, 73
- Calf Hey farm, confusion of tenure at, 40
- Carter of Leven Sands, 54
- Carter or guide, endowment of, 54
- Carterplace, derivation of, 53
- Causeway Head, derivation of, 42
- "Chadwick Millions," claims to mythical, 56
- Charities, 70 *et seq.*
- Charities, documents relating to, 151
- Charities, rent charges of, 72
- Charter of Hugh Delaval, 18
- Church cross, 19
- Church cross, destruction of, 20
- Churchglebe, addition to, 23
- Churchglebe conveyed to Archbishop of Canterbury in exchange, 22
- Churchglebe severed by Whalley Abbey, 22
- Churchglebe sold, 22
- Churchglebe taken by crown as part of rectory, 22
- Church (Chapel), Haslingden, foundation uncertain, 17
- Church (Chapel), Haslingden, dependent on Whalley, 17
- Church (Chapel), Haslingden, glebe, 19
- Church (Chapel), Haslingden, probably pre-Conquest, 17
- Church (Chapel), Haslingden, tithe, 17
- Church leases, 102
- Church pits, 60, 66
- Church pits, identity uncertain, 60
- Church rates, 21
- Church rebuilding, 21
- Church reseating, 21
- Church, seats in, 21
- Churchwardens and sidesmen, 13 *et seq.*
- Churchyard, ways across, closed, 20
- Claims to Sir Andrew Chadwick's estates, 53
- Clitheroe rental in bad state, 42
- Commons enclosure in 1618, 8 *et seq.*
- Commons enclosures, 27, 46, 48-9, 51
- Commons, encroachments on, 68
- Compensation for enfranchisement, 1, 2, 97
- Conspectus of properties, 122-4
- Copyhold arising from freehold, 40
- Copyhold customs, 1, 97
- Copyhold customs similar in Rochdale, 3
- Copyhold rent, how calculated, 8 *et seq.*
- Copyhold rent nominal, 1, 97
- Copyhold rent paid by copyholder in fee, 1
- Copyhold tenure abolition, 1
- Corn mill, 114
- County Court, 78
- Courthouse and assembly rooms, 78
- Crosses, Saxon, 19-20
- Cross, Pilgrim's, 55; destruction of, 55
- Crown grants, 9
- De Lacy inquisition, 42
- Depopulation of Grane, 40
- Disinherison forbidden, 99
- Dispute, parochial, 14, 21
- Distrain, right to, arose automatically, 1
- Dobson Place, uncertainties about, 45
- Dobson's Meadow, 74
- Dole(s), 107
- Domesday, 14
- Dower, 98
- Dower, action for, 26
- Earliest mention of Haslingden, 14
- Enclosures from common, 46, 48, 51
- Enclosures from Slate common, 48-9
- Enclosures, new, really old, 27
- Enclosures, tenure of, 51

Encroachments on common, 46, 68
Entails forbidden but position doubtful,
100
Ewood estate, story of, obscure, 32
Extent of honour of Clitheroe, 1, 97

Fair, see Market

Fences, course of, 5

Field names: Acre Close, 115; Acre
Field, 118; Banks, 47, 48, 116;
Barn Field, 115; Barn Meadow,
114, 115; Bent, 115, 139, 141;
Bent Meadow, 114; Birk, 116;
Black Earth, 114; Blackfields, 41,
117, 144; Black Hey, 114; Brigg
Field, 114; Brigg Hound, 116;
Broadfield, 127; Burgess Nook
Meadow, 73, 76; Calf Hey, 40;
Call Field, 117; Carrs, 21, 46, 114;
Church Meadow, 85; Clod, 168;
Clodel, 117, Clough, 114, 115;
Clover, 85; Couldwell Field, 115;
Croft, 116, 117; Croft at the Door,
147; Cronkshawfoot, 69; Diggles
Meadow, 73; Dobson's Meadow,
49, 66, 74, 76, 78, 79; Dodge Bank,
36; Dodge Meadow, 36; Elms, 12;
Far Bank, 115; Far Cross Field,
117; Far Field, 113, 117; Farr
Marles, 115; Fenny Bank, 116;
Field at Top, 168; Field at Top of
the Bank, 116; Field below the
House, 114; Field under the
House, 114; Further Banks, 118;
Further Knowle, 146; Gilbert
Holme, 117; Gilbert Meadow, 117;
Graystone, High, 40; Great Bank,
113, 116, 117, 141; Great Carrs, 46,
114; Great Close, 115; Great Cow
Hey, 116; Great Field, 115; Great
Hall Hound, 116; Great Houldon
Field, 115; Great Kitcroft, 114;
Great Marled Earth, 139; Great
Meadow, 114, 115, 116, 117, 144,
146; Great Mill Hill, 116; Great
Pig, 116; Great Sun Hag, 114;
Green Close, 117; Hagg Meadow,
114; Hell Holme, 12; Helmholme,
12; High Bank, 115; High Bent,
67; High Bent Meadow over
Dearne Greave, 67; High Gray-
stone, 40; Higher Bank, 116;
Higher Crankshaw Bank, 117,
Higher Longshaw; 141; Higher
Meadow, 116; Higher Rough, 114;
Hill, 115; Hillock, 115; Holden
Meadow, 115; Holling Bank, 114;
Holme, 40; Housesteads (Howse-
steads), 20; Ing, 86, 115; Kidcroft
Bottom, 114; Kitcroft, 114;
Knowles, 114, 115; Knowles Close,

114; Lane beyond the Water, 139,
141; Little Bank, 113, 115, 116,
141; Little Bank under the House
Door, 139; Little Carrs, 46; Little
Cow Hey, 116; Little Field, 115,
116; Little Hall Hound Meadows,
116; Little Holling Bank, 114;
Little Holme, 40, 141; Little Holme
beyond the Water, 139; Little
Houldon Field, 115; Little Kit-
croft, 114; Little Meadow, 40, 115,
117, 144; Little Mill Hill, 116;
Little Pig, 116; Little Rough
Meadow, 114; Little Slate Field,
113; Long Bank, 116; Long Long-
shaw, 141; Long Meadow, 46;
Longfield, 113, 115; Longlands,
116; Low Bank, 115; Low Meadow,
115; Lower Bank, 116, 139;
Lower Croft, 147; Lower Crank-
shaw Bank, 117; Lower Further
Bank, 113; Lower Longshaw, 141,
142; Lower Meadow, 116; Lower
Rough, 114; Lund Banks, 139;
Marl Youth, 117; Marled Earth,
141; Meadow, 116; Meadow above
the Bar, 141; Meadow at Top of
Slate, 113; Meadow before the
House, 40; Meadow under the
House, 117; Mean Meadow, 116;
Middle Bank, 115; Middle Field,
141; Middlemost Field, 139; Mill
Field, 117; Mill Fold, 117; Mill
Hill, 116; Mill Holme, 117; Mill
Meadow, 117; Mizzy Field, 40;
Morley Field, 74; Near Cross Field,
117; Near Marles, 115; Nearer
Further Bank, 113; Nearer Knowle,
146; North Hagg, 114; North
Hagg Meadow, 114; Otland, 117;
Ogden Meadow, 40; Old Meadows
within Ogden, 40; Over Meadow,
147; Paddock Butt, 114; Park,
29, 47, 48; Parrock, 114; Pinglet,
118; Priestly Fields, 168; Rough,
114, 115, 116; Rough Field, 114;
Rough Hey, 147; Rough Meadow,
46, 114, 115, 116; Rough Pasture,
116; Sandpits, 58; Scarr Meadow,
114; Slate Meadows, 113; Slate-
field, 29, 47, 48; Smithy, 142;
Smithy Bank, 86; Smithy Field,
115; Spade Field, 115; Stack
Field, 114; Sun Hagg, 114; Sweet
Field, 114; Swine Hill(s), 36;
Tentercroft, 117; Two Acre Field,
47, 48; Two Further Banks, 118;
Warth, 149; Wellfield, 113, 117;
Well Meadow, 86; Whitecroft, 67,
68, 69; Wood Hound, 116

Fines, 15

- Fines, unusual, 35
 Forbids, 98 *et seq.*
 Freebench, see Dower
 Freehold changed to copyhold, 40
 Freehold rents lost, 34
 Fulling mill, 114

 Glebe, 18 *et seq.*, 86
 Glebe, conveyances of, 125
 Grant by De Lacy, 32, 33, 34
 Grant by King James I, 40 *et seq.*, 134
 Grant by lord and homage, 71, 160
 Grant by Queen Elizabeth, 37 *et seq.*, 131
 Greens, Bull, Goose and Sheep, connection with Deardengate, 70
 Grid, National, explanation of, 4-5
 Guide or carter, endowment of, 54

 Haslingden, description of, 11 *et seq.*
 Haslingden tenants rendered service at Clitheroe, 95
 Haslingden without a halmot court, 95
 Hedges, course of, 5
 Heir, disherison of, 99-101
 Highways closed, 20
 Holden estate, brickmaking on, 119
 Holden estate caput, 30
 Holden estate description, 30 *et seq.*
 Holden estate discussed, 27 *et seq.*
 Holden estate particularized, 113 *et seq.*
 Holden estate rental, 117 *et seq.*
 Holden, lordship of, 44
 Holden mill granted, 35
 Holden mill, lease of, 168
 Holden mill licensed, 34
 Holden name discussed, 25 *et seq.*
 Hollow Valley, 31

 Imbecile's land let by steward for maintenance, 64
 Immigration, course of, 31

 Jury of twenty-four, 101
 Justinian, novel of, 102

 Kiln, see Mill

 Law of Property Act, 1922, 1
 Leaseholder held of copyholder, 1
 Leases, 98
 Leases for building, 2
 Leases for three lives, 102
 Leases of copyholds, 1, 2, 98
 Leases of freehold land by surrender before admittance or grant, 43
 Lordship of Holden, unusual description, 44
 Lord's rights in honour of Clitheroe, 97

 Magistrates' court, 78
 Magna Carta, 17

 Magna Carta prohibits alienation in mortmain, 17-18
 Maps, 4 *et seq.*
 Maps, old printed, 11
 Marital felicity, 98
 Market, 80 *et seq.*
 Market, closing of, 84
 Market cross, 82
 Market, gift by Duke of Buccleuch to Local Board of Health, 82
 Market Place, 70, 84
 Marsden Square laid out, 75
 Measures, customary and statute, compared, 6 *et seq.*
 Merchets, 96
 Mill, Holden, 34
 Mill, Old Kiln, 87
 Minerals, 103
 Minerals in honour of Clitheroe, 3, 103
 Minerals in Tottington, 3, 103
 Mortmain, alienations in, 17
 Mortmain, confirmations of alienations in, 18

 Names, confusion of, 26-7
 Names, origin of Carterplace, 53
 Names, origin of Haslingden and Holden, 13, 30 *et seq.*
 Names, places have more than one, 13
 National grid, explanation of, 4-5
 Newchurch-in-Rossendale endowment not lost, 63
 Novel of Justinian, 102

 Odal-born man inherits from his grandfather's grandfather, 102
 Oxgang, 18, 22

 Parsonage, 23
 Partition between Kay and Haworth, 52, 149
 Partition of fenced common pasture, 65
 Passages, underground, 31
 Persistency of boundaries, 44
 Pilgrim's Cross, see Cross, Pilgrim's
 Plague burials at Ewood Bridge, 20
 Plague in Haslingden, 20
 Plague stone, 20
 Pedigree of Earls of Derby, 25
 Pedigree of Holden, 25 *et seq.*
 Pedigree of the King, 25
 Posts, division into, 13
 Posts, rents collected by, 37
Pride and Prejudice entail happened, 101
 Private Lane agreements, 163
 Private Lane, antiquity of, 106
 Private Lane repair, 107
 Private Lane taken over by Local Board, 111
 Private Lane tolls, 109
 Private Lane toll house, 111

- Private Lane tolls let, 111
- Private Lane trustees' meetings, 110-11
- Puture rents, 93 *et seq.*
- Puture rents, analysis of payers of, 162
- Rectory and vicarage of Whalley consolidated, 22
- Rectory of Whalley exchanged with Edward VI, 22
- Rectory of Whalley leased, 24
- Rental, 113 *et seq.*
- Rents of charities, 72
- Repair of roads *ratione tenuræ*, 66, 107
- Rivers assumed to follow ancient course, 5
- Roads, courses of, 5, 86-7
- Roads, old, specified, 6
- Roads out of repair, 66
- Roads repairable *ratione tenuræ*, 66
- Sales of parts of Holden Vale, 41
- Saxon cross, 19
- Saxon measures used, 19
- School, sale of, 73
- School, trusts of, 71 *et seq.*
- Sporting rights of lord of manor, 103
- Stallage, see Tolls, Market
- Stewards' fees, 1
- Stocks, 85
- Tenants' burdens in Blackburnshire, 91
- Tenants, various classes of, 91
- Tenement, extent of, 165
- Tenure, ancient demesne, 89
- Tenure, copyhold, 89
- Tenure, freehold, 89
- Tenures, 89 *et seq.*
- Tollhouse, 30, 111
- Tolls, market, 82
- Tolls, road, 109
- T'Owd Hall, 31
- Township, description of, 11
- Tramway from Accrington to Rawtenstall, suggested route of, 87
- Turnpike roads, 85
- Twenty-four, jury of, 101
- Underground passages, 31
- Valor of Pope Nicholas, 18
- Vicarage and rectory of Whalley consolidated, 22
- Village community, 15
- Villainage, 89
- Waddington estate, 45 *et seq.*
- Waste ground granted by lord and homage, 71, 160
- Whalley rectory, leases of, 24
- Wood belonged to tenant, 103
- Workhouse, 71
- Year and day waste, 15

THE NATIONAL GRID

The Grid lines on this Sheet are at 1 Kilometre interval
To refer to a particular point

- (1) Read, for each half of the reference, the double figures printed in large type in the margins, which denote tens of Kilometres and Kilometres.
- (2) Then, to obtain reading to the nearest 100 metres, estimate position of point in tenths from the grid lines which are 1000 metres apart.

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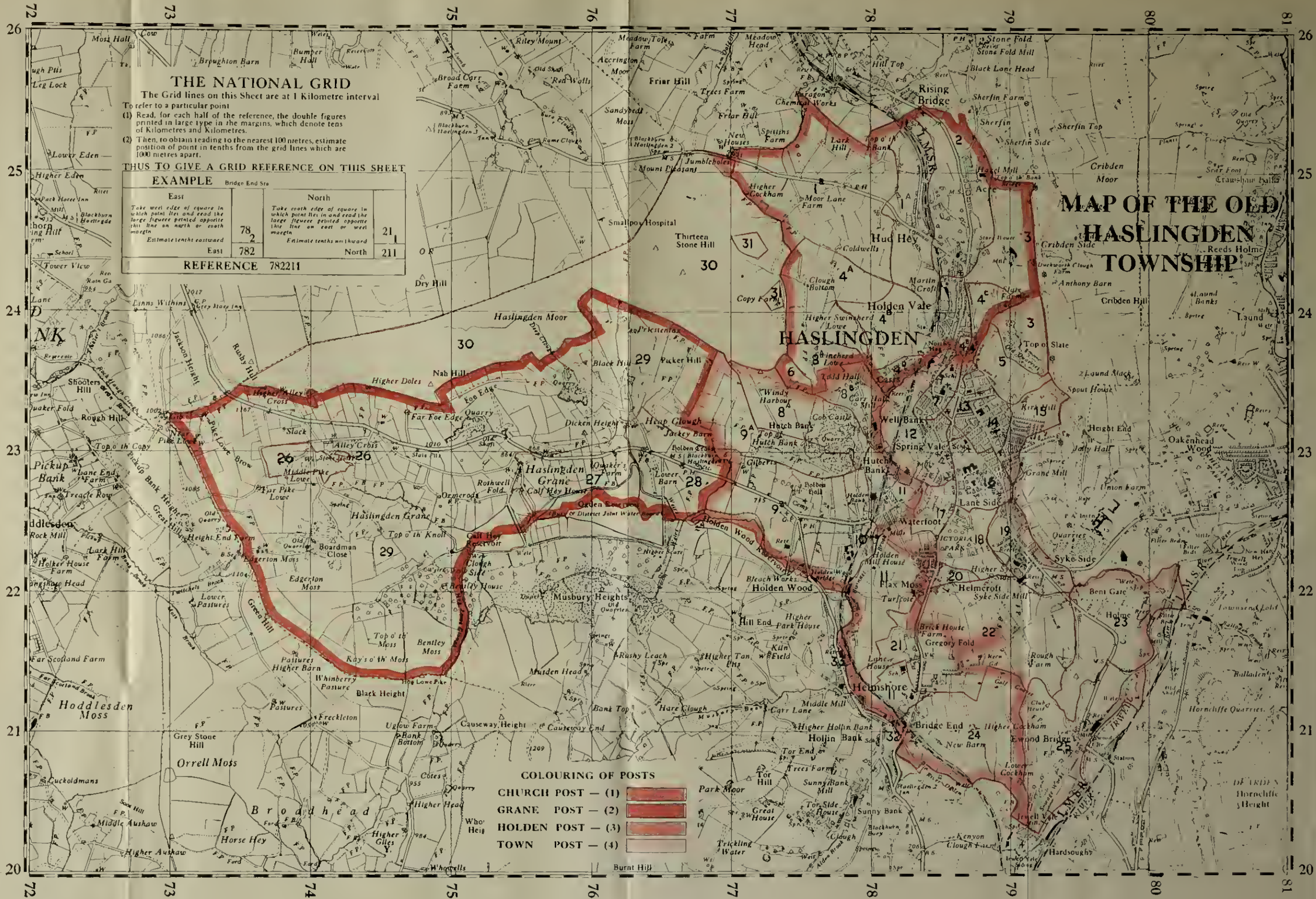
EXAMPLE		Bridge End Sta	
East	North	East	North
Take west edge of square in which point lies and read the larger figure printed opposite this line on north or south margin	Take south edge of square in which point lies and read the larger figure printed opposite this line on east or west margin	Estimate tenths eastward	Estimate tenths northward
78	21	782	211
REFERENCE 782211			

MAP OF THE OLD HASLINGDEN TOWNSHIP

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COLOURING OF POSTS

- CHURCH POST — (1)
- GRANE POST — (2)
- HOLDEN POST — (3)
- TOWN POST — (4)





Plan of the Town of Haslingden in 1845

Chetham Society

LIST OF MEMBERS

DECEMBER 1952

* Council Members

- | | |
|--|---|
| *Assheton, Sir Ralph Cockayne, Bt., D.L., Downham Hall, near Clitheroe. | *Flitcroft, the Rev. J., Hulme Hall, Victoria Park, Manchester 14, <i>Hon. Secretary.</i> |
| Atkinson, Rev. A. V., Weaverham Vicarage, Northwich. | Forshaw, Thomas, Burtonwood House, Burtonwood, Warrington. |
| Barlow, John E., Stoneleigh, 209 Victoria Avenue, Borrowash, near Derby. | Fox, Eric, 86 Coltart Road, Liverpool 8. |
| Bellot, Professor H. Hale, Wayside, Lyndale, London, N.W.11. | Hargreaves-Mawdsley, R., 7 Lathbury Road, Oxford. |
| Blackledge, R. S., 68 Hollyfield Road, Sutton Coldfield. | Henthorn, F., The Grammar School, Brigg, Lincolnshire. |
| Bowman, Mrs. W. M., Merlins, Broadoak Road, Ashton-under-Lyne. | Higginson, the Rev. B., Cockerham Vicarage, near Lancaster. |
| Buckley, George K., Greenbank, Wigan Road, Leyland. | Hodgkiss, F. D., M.A., The Library, University of Manchester. |
| Cantle, A., The Cowley School, St. Helens, Lancs. | Holt, Miss Anne, M.A., F.R.Hist.S., Oakfield, Penny Lane, Liverpool 15. |
| Chaloner, W. H., M.A., Ph.D., University of Manchester. | Hornyard - Strickland, H., Sizergh Castle, Kendal. |
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